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UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY  
Camden Vicinage

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J.R., a minor, individually and by her parent,  
L.R.,

Plaintiffs,

v.

CAMDEN CITY BOARD OF EDUCATION,  
NEW JERSEY DEPARTMENT OF  
EDUCATION, CHRISTOPHER D. CERF,  
PEGGY MCDONALD, and JOHN  
WORTHINGTON, all in their official and  
individual capacities.

Defendants.

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Hon. Noel L. Hillman, U.S.D.J.

Civil Action No.: 1:11-cv-05060 (NLH-JS)

SETTLEMENT AGREEMENT

WHEREAS, Plaintiffs J.R. and L.R. initiated this action against the Defendants Camden City Board of Education (“Camden Board”); New Jersey Department of Education (“NJDOE”); Christopher D. Cerf, in his official and individual capacity; Peggy McDonald, in her official and individual capacity; and John Worthington, in his official and individual capacity (collectively “State Defendants”); and

WHEREAS, Plaintiffs and State Defendants desire to resolve all disputes between them giving rise to the claims in this action;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Plaintiffs and State Defendants agree to settle their dispute in accordance with the following terms:

1. By close of business on December 16, 2014, NJDOE will post the following notice in a box at the top of the parent/family page of NJDOE's special education section of its website (<http://www.state.nj.us/education/specialed/pands.shtml>): "The independent evaluation regulation, N.J.A.C. 6A:14-2.5(c)(1) is in the process of being amended. Until the amendment takes effect, districts are required to follow this guidance [link to OSEP Director Peggy McDonald's September 9, 2014 memorandum] regarding independent evaluations."
2. By close of business on December 16, 2014, NJDOE will provide notice that, effective immediately, all LEAs in New Jersey should attach the enclosed guidance regarding independent evaluations issued on September 9, 2014 by OSEP Director Peggy McDonald to every IEP developed for a student with a disability. LEAs shall be further advised that the requirement to attach the September 9, 2014 guidance to all new IEPs shall continue until the pending amendment to N.J.A.C. 6A:14-2.5(c)(1) has been adopted and takes effect.
3. By close of business on January 9, 2015, NJDOE will establish a restricted fund in the amount of \$12,500 which use shall be limited to the provision of compensatory education for J.R.

4. Plaintiffs' time to expend the restricted funds described in paragraph 3 shall expire at the conclusion of two years, on January 9, 2017. Any funds not expended before close of business on January 9, 2017 will be returned to NJDOE.
5. The use of the restricted funds described in paragraph 3 will only be for compensatory educational programs and related services. The transportation of J.R. and L.R. to and from educationally related services shall be considered an educationally related expense covered by the compensatory services fund, provided that Plaintiffs utilize a school bus contractor that meets the vehicle standards, registration and inspection requirements of the New Jersey Motor Vehicle Commission (NJMVC) and the Vehicle Use and Standards requirements set forth at N.J.A.C. 6A:27-7.1 et seq.
6. In using this fund, L.R. will have sole control over the provider and the service selected, as long as all monies in the fund are expended on educationally related expenses.
7. The payments described in paragraphs 3 through 6 shall be released as follows:
  - a. Within a reasonable period of time, Plaintiff L.R. shall arrange for an entity or vendor providing an educationally related service, product, or program to J.R. to prepare and submit an itemized invoice directly to NJDOE. Alternatively, Plaintiff L.R. may have the entity or vendor bill Plaintiff, and Plaintiff may submit said invoice to NJDOE. Such invoices shall be sent to the attention of the "Director of Office of the

Administration and Budget” of the New Jersey Department of Education located at 100 River View Plaza, Route 29 South, P.O. Box 500, in Trenton, New Jersey 08625-0500, and shall be paid by NJDOE within the ordinary course of business.

8. The parties to this Agreement agree to cooperate to facilitate the payment of expenses pursuant to paragraphs 3 through 7 of this Agreement.
9. By close of business on January 9, 2015, State Defendants shall issue a check in the amount of \$30,000 for attorney’s fees, payable to the trust account of Jamie Epstein, attorney at law.
10. The parties to this Agreement acknowledge and agree that any and all attorney’s fees and/or costs, including any enhancement of fees, are included in the \$30,000 payment, and that no further claim for attorney’s fees or costs can be sought by the Plaintiffs.
11. In the event of alleged future noncompliance by Camden Board with an Administrative Law Judge decision in a special education case involving J.R., the enforcement procedures set forth in N.J.A.C. 6A:14-2.7(t) shall apply.
12. Nothing herein shall constitute an admission or concession of liability by any party to this Agreement.
13. In consideration for the amounts to be paid pursuant to paragraphs 3 and 9 above, Plaintiffs agree to waive all claims for damages, costs and fees that were brought or could have been brought in this action, including costs not addressed in this agreement. The payments payable pursuant to paragraphs 3 and 9 of this settlement agreement, shall therefore include any attorney’s fees

and costs arising from 42 U.S.C. § 1983; Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; the Constitution of the United States; the New Jersey Constitution; and any other state or federal law allowing reimbursement for attorney fees, including common law. In consideration of the terms herein, including this release, each party to this Agreement, individually, and on behalf of his heirs, executors, personal representatives, successors and assigns, does mutually release the other parties to this Agreement and their insurers, agents, employees, heirs, executors, personal representatives and assigns, including the State of New Jersey and its employees, from all claims, demands, damages, causes of action or suits which have been, could have been or might have been made or prosecuted on account of any conduct of any party occurring at any time with respect to the events, information and disputes giving rise to the allegations in Plaintiffs' complaint and amendments thereto, including all allegations raised concerning the educational programs and services provided to J.R. while enrolled in the Camden City School District. These releases do not apply to any disputes that may arise by reason of acts or omissions occurring after the date of execution of this Agreement, and do not affect enforceability of this Agreement. Nothing contained herein shall be construed to release the Camden City School District from any claims pending in this action.



14. Upon the execution of this Agreement, the parties to this Agreement shall simultaneously execute the Stipulation of Dismissal in the form annexed hereto.
15. This Settlement Agreement shall be deemed fully executed and effective when it has been signed by all the parties to this Agreement. The Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.
16. This Agreement shall not constitute a precedent in any other matter, pending or future.
17. This Agreement contains the entire agreement between the Plaintiffs and State Defendants, and may be amended, revoked, changed or modified only upon a written agreement signed by the Plaintiff and an authorized representative of the State Defendants. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom the waiver is asserted.
18. This Agreement shall be governed and interpreted in all respects in accordance with the laws of New Jersey.
19. The United States District Court for the District of New Jersey, vicinage of Camden, retains jurisdiction over this Agreement and the enforcement of its terms, including the two year period for implementation of the compensatory education fund, until January 9, 2017, until the Agreement has been fully implemented.

20. By his or her signature, all parties to this Agreement represent and warrant that he or she is authorized to execute this Settlement Agreement. Both parties further represent that they have read this Agreement, that they understand the Agreement, that they have been represented by counsel throughout the negotiation and review of this Agreement, and that they have signed the Agreement knowingly and voluntarily, and not under duress or coercion of any kind.