

GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT is entered into by and between J.R., A MINOR, INDIVIDUALLY AND BY HER PARENT, L.R. (hereinafter "Plaintiff") and CAMDEN CITY SCHOOL DISTRICT/CAMDEN CITY BOARD OF EDUCATION (hereinafter "Defendant").

WHEREAS, Plaintiff, J.R., A MINOR, INDIVIDUALLY AND BY AND THROUGH HER PARENT AND GUARDIAN, L.R., filed a Complaint against Defendant and others in the United States District Court for the District of New Jersey, Camden Vicinage, entitled J.R., a minor, individually and by her Parent, L.R. v. Camden City Board of Education, New Jersey Department of Education, Christopher D. Cerf, Commissioner of Education, Peggy McDonald, Director, Office of Special Education Programs, and John Worthington, Manager, Policy & Planning, Office of Special Education Programs, bearing Civil Action Number 1:11-cv-05060-NLH-JS (the "Action") and has asserted claims which include, but are not limited to IDEA, 504, ADA and NJLAD against the Defendant in connection with the provision of educational services to Plaintiff, J.R., during her attendance in the Camden City School District; and

WHEREAS, the Plaintiff has settled this controversy with the Defendant bearing Civil Action No. 1:11-cv-05060-NLH-JS and any and all related claims which could have been asserted, whether they are presently known or unknown.

WHEREAS, the parties acknowledge that the merits of the controversy are in dispute and have not been adjudicated, and that no party admits any liability to any other, but all have reasons to desire amicable resolution of the matter, including to avoid the costs of litigation;

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which is hereby expressly acknowledged by the parties hereto; the parties agree as follows:

1. The terms of settlement:

- (A) Defendant agrees to provide compensatory education for one hour per week for 50 weekly sessions after school at J.R.'s home by a certified special education teacher selected by the School District;
- (B) Defendant agrees to provide compensatory education of one additional session per week of private occupational therapy by an occupational therapist for a period of two years which will amount to 100 sessions over the two year time frame. Defendant will provide all necessary transportation services. The parties agree the occupational therapy shall be provided by Weisman Children's Center, 2475 McClellan Ave., Pennsauken, NJ. 08109. In the event Plaintiffs relocates, Defendant shall pay for occupational therapy and related transportation services chosen by Plaintiff as per ¶U.
- (C) The School District agrees to pay for J.R. to have IDEA Independent Educational Evaluations (hereinafter "IEE's") by a qualified school psychologist, a learning consultant, an occupational therapist and a speech therapist as selected by LR. The Board further agrees to bear the costs of a psychiatric IEE by a Board Certified Child Psychiatrist, a functional behavior assessment IEE and, if necessary, a positive behavior intervention plan by a Certified Behavioral Analyst as selected by LR;
- (D) All evaluators performing IEE's referenced above must possess the appropriate certification or license issued by an agency or other applicable licensing body of the State where the evaluators' practices are located. Where certification or licensing is not required, Plaintiff must provide documentation that each evaluator has appropriate education, training and experience to perform the particular evaluation;

- (E) The evaluators' hourly rate shall be based on what comparably qualified private evaluators in this geographic region charge. The geographic region for purposes of this Settlement Agreement has been defined as Bucks, Montgomery, Delaware and Chester Counties along with the City of Philadelphia in Pennsylvania and Burlington, Camden and Gloucester Counties in New Jersey;
- (F) As per ¶T, the District shall provide Plaintiff L.R. with JR's records. The District agrees to accommodate any evaluator's additional request for records for J.R. that are maintained at JR's school and the District agrees to give the evaluators access to staff for interviews. J.R.'s records in this paragraph and in all other provisions of this General Release and Settlement Agreement are defined as J.R.'s school records which fall under the definition of "student record" set forth in N.J.A.C. 6A:32-2.1 and/or the definition of "education record" set forth in the Family Educational Rights and Privacy Act, 20 U.S.C. Code §1232g(a)(4)(A).
- (G) After notice of the evaluators' engagement by L.R., following the District's receipt of each evaluator's credentials and once this Settlement Agreement is signed and the Court approves the settlement, the School District within 20 days shall provide each evaluator with a voucher for payment of services rendered;
- (H) The District shall issue payment for the occupational therapy compensatory education ~~than~~ within 45 days after the submission of their invoice, a completed W-9, if not already on file with the School District, and a completed voucher;
- (I) The parties agree that the maximum amount which the School District will pay for the various IEEs is Eighteen Thousand (\$18,000.00) Dollars. This amount represents a cap on these costs to the School District. Should the IEE fees collectively total less than the amount of the cap, the District will be responsible only for those amounts invoiced by the evaluators. The District will not, however, be responsible for any portion of fees from the evaluators that exceed \$18,000;
- (J) The parties agree that the District reserves the right to challenge the reasonableness of any evaluator's fee by formal application to this Court. Each evaluator who is challenged will be provided notice and a reasonable time to present a response prior to the Court's decision;
- (K) The District further agrees to allocate a maximum of an additional Five Hundred (\$500.00) Dollars to cover transportation costs for the Plaintiffs to appear at the offices of the evaluators in the event one or more evaluators are unwilling to conduct any portion of their evaluations at School District facilities. The District agrees to make such accommodations directly through an independent transportation company in order to keep costs to a minimum. The District will pay only the actual cost of any transportation expenses, but in no event will the District be responsible for any amounts in excess of the \$500 referenced above;
- (L) The District agrees to pay for the occupational therapy evaluation provided by Professor Torcivia in the amount of \$909.94. The payment will be made to Jamie Epstein, Esquire, upon receipt of a completed voucher;

- (M) The parties agree that they reserve all rights to assert claims that may arise out of the completed IEE's referenced above. In addition, the parties acknowledge that all defenses to any attempt to assert such claims are preserved;
- (N) In accordance with applicable law, the IEP Team will meet to assess Plaintiff's IEP and review the completed IEEs at an appropriate time with the evaluators appearing by telephone at scheduled intervals should they wish to participate in the proceedings;
- (O) The School District shall issue payment to the IEE evaluators no later than forty-five (45) days after submission of their completed report, invoice, W-9 and completed voucher;
- (P) The parties understand and agree that pursuant to the terms of this agreement Plaintiff shall only be receiving Educational Evaluations and Educational Services for J.R. from Defendant and Plaintiff is not personally receiving any payments. However, Plaintiff understands and agrees that an IRS Form 1099 designating the settlement amount as "other income" may be issued. Plaintiff agrees to assume full liability for applicable state, federal and local taxes that Plaintiff may be required by law to be paid with respect to any settlement payment described herein. Plaintiff further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties or other amounts to be due from the Defendant as a result of Plaintiff's responsibilities/duties to any taxing authority with respect to this settlement, Plaintiff will indemnify the Defendant for any sums Defendant may be required to pay;
- (Q) Plaintiff represents that the allegations against the Defendant arise out of alleged conduct which Plaintiff contends allegedly caused denial of Plaintiffs' rights under IDEA, 504, ADA and NJLAD and under Tort Law.
- (R) The parties shall execute this settlement agreement in full and submit the signed agreement to the Court for final approval and decision. If final approval is granted by the Court, monetary payments referenced under this Settlement Agreement will be due in accordance with the terms of this agreement. The District Court shall retain jurisdiction over this settlement agreement for two years or until consummated, whichever is earlier. The Court will execute and file an Order of Dismissal following a final hearing or decision to approve the settlement, while retaining jurisdiction to the extent necessary to enforce the terms and conditions of the settlement entered into between the parties. At the time of completion of all obligations under this Settlement Agreement, if necessary, a signed Stipulation of Dismissal and/or a signed Warrant of Satisfaction of Judgment shall be provided to the District for filing with the Court. The monetary provisions of this Agreement (¶¶ 9, 10 and 10) shall be completed within 30 days of Court Approval of the signed settlement agreement.
- (S) Plaintiff agrees that but for this General Release and Settlement Agreement, Plaintiff would not be entitled to the aforesaid compensatory education and IEEs and other terms of settlement described in subsections (A)-(U) as well as all of the terms of settlement referenced in this General Release and Settlement Agreement.
- (T) Plaintiff L.R., as parent and legal guardian of J.R., may request access to and review of J.R.'s records from the District after executing a written request for such documents. Upon such request, L.R. will be permitted to inspect, review and secure a free copy of J.R.'s student records as maintained by the District. In order to give effect to L.R.'s right to

access and secure a free copy of J.R.'s records, L.R.'s designated representative, Jamie Epstein, Esquire shall also be permitted to inspect and review the content's of J.R.'s records. By signing this Agreement, L.R. authorizes her designated representative Jamie Epstein, Esquire, to be permitted to inspect and review the contents of J.R.'s records maintained by the District. L.R. will make an appointment with the District's Special Services Department for the purpose of inspecting, reviewing and obtaining a copy of J.R.'s student records. The District agrees to give access to JR's records within 5 days of receipt of LR's or Mr. Epstein's written request and to provide LR with her free copies within 5 days of her request for copies.

- (U) In the unlikely event Plaintiffs relocate out of Camden, this Agreement shall remain in full force and effect and the District shall pay for all compensatory education and IEEs as agreed to above by paying Plaintiffs' selected professional and related service provider(s) located within Plaintiffs' new relocated geographic area.

2. No Admission of Liability:

It is expressly understood that this General Release and Settlement Agreement and the settlement it represents are entered into solely for the purpose of allowing the parties to avoid further expenses of litigation. This General Release and Settlement Agreement does not constitute an admission by the Defendant or any violation of any Federal, State or Local law, regulation or local requirement, contractual obligation, or any duty whatsoever whether based in statute, regulation, common law, or otherwise. Defendant expressly denies that any liability or any such violation has occurred as to Plaintiff, or any other person, entity or authority, or that any decisions or actions taken in connection with the provision of Plaintiff's educational services or in any other manner related to her attendance as a student in the Camden City School District were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful. Plaintiff understands and acknowledges that the Defendant vigorously and wholly denies Plaintiff's allegations and is settling this matter for reasons other than the merits of Plaintiff's claims, including the avoidance of the cost of litigation.

3. Dismissal of Action:

Plaintiff understands and agrees that counsel for the Defendant will file with the United States District Court for the District of New Jersey, Camden Vicinage, the executed original of the Stipulation of Dismissal with Prejudice or, alternatively, an appropriate Warrant to Satisfy Judgment. Plaintiff understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference within the General Release and Settlement Agreement as if fully set forth herein.

4. Release in Consideration for the Payment and Other Consideration Provided for in this Agreement:

Except as specifically provided in ¶M above, in consideration of the payment and other consideration provided for in this General Release and Settlement Agreement, Plaintiff personally and for Plaintiff's estate and /or Plaintiff's heirs, waives, releases and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that Plaintiff may have against the Defendant, its agents,

representatives and employees (present and former), and its respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this General Release and Settlement Agreement including but not limited to the provision of educational services along with any events related to, arising from, or in connection with Plaintiff, J.R.'s attendance in the Camden City School District. Plaintiff specifically and expressly waives, releases and gives up any all claims arising from or relating to Plaintiff's educational services along with any events related to, arising from, or in connection with Plaintiff, J.R.'s attendance in the Camden City School District and/or Plaintiff's relationship and/or association with Defendant, based upon any act, event or omission occurring before the effective date of this General Release and Settlement Agreement, including but not limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations, common law, and all arbitrations, grievances, and any other internal claims and complaints including but not limited to any potential claim relating to the following (along with any amendments thereto):

- (A) The National Labor Relations Act;
- (B) Title VII of the Civil Rights Act of 1964;
- (C) Sections 1981 through 1988 of Title 42 of the United States Code;
- (D) Section 504 of the Rehabilitation Act of 1973;
- (E) The Employment Retirement Income Security Act of 1974;
- (F) The Immigration Reform Control Act;
- (G) The American with Disabilities' Act of 1990;
- (H) The Age Discrimination & Employment Act of 1967;
- (I) The Fair Labor Standards;
- (J) The Occupational Safety & Health Act;
- (K) The Family & Medical Leave Act of 1993;
- (L) The Equal Pay Act;
- (M) Individuals with Disabilities Education Act
- (N) The New Jersey Law Against Discrimination;
- (O) The New Jersey Minimum Wage Law;
- (P) The Equal Pay Law for New Jersey;
- (Q) The New Jersey Worker Health & Safety Act;
- (R) The New Jersey Family Leave Act;
- (S) The New Jersey Conscientious Employee Protection Act;

- (T) Any anti-retaliation provision of any statute or law;
- (U) Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any, provision of any federal or state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs);
- (V) Any common law claims for negligence, assault, battery, infliction of emotional distress and any and all other common law claims arising out of this litigation; and
- (W) 42 U.S.C. § 1983, 1988

5. Waiver of Arbitrations, Grievances and all other related claims:

Except as to the specific exclusions of (1) the EDS 09727-2014S case and (2) the CAM-L-002736-14 case and (3) the 12/3/14 records request and (4) the rights reserved in ¶M; Plaintiff confirms and warrants that personally and for Plaintiff's estate and/or Plaintiff's heirs, Plaintiff expressly waives, releases and gives up any and all claims, demands, obligations, damages, liabilities relating to any grievances, arbitrations and any and all other related internal claims which Plaintiff may have filed against the Defendant, which are pending presently or which may be filed in the future in connection with the provision of educational services to the Plaintiff, J.R. as well as her attendance in the Camden City School District and/or her interactions with the Defendant. Plaintiff specifically gives up all such claims and makes clear that the release of such claims is essential to the assent of the Defendant to the terms and conditions of this Agreement.

6. No Claims Permitted/Covenant Not To Sue:

Except as to the specific exclusion of (1) the EDS 09727-2014S case and (2) the CAM-L-002736-14 case and (3) the 12/3/14 records request and (4) the rights reserved in ¶M; Plaintiff waives Plaintiff's right to file any charge or complaint on Plaintiff's own behalf and/or to participate as a complainant, a Plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on Plaintiff's behalf, with respect to anything which has happened up to the execution of this General Release and Settlement Agreement before any federal, state or local court or administrative agency against the Defendant, its employees, agents and representatives except if such waiver is prohibited by law. Should any charge or complaint be filed, Plaintiff agrees that Plaintiff will not accept any relief or recovery there from. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the Complaint bearing Civil Action No. 1:11-cv-05060-NLH-JS and covenant not to file any charge, complaint or action in any forum or form against the Defendant based upon anything which is encompassed by the terms of this General Release and Settlement Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Plaintiff, it shall be dismissed with prejudice upon presentation of this General Release and Settlement Agreement and Plaintiff shall reimburse the Defendant for the cost, including attorney's fees of defending any such action.

7. Non-disparagement:

The parties agree that they shall not disparage each other whether to any current or former employee of Defendant, the press, general public, media, or any other business entity or third party. The parties also agree not to authorize any person to make any disparaging statements about the other or to defame them to any person, entity or third party.

8. Inadmissibility of Release and Settlement Agreement:

The parties agree that this Agreement and the terms relating to the settlement contained herein shall be inadmissible in any other proceeding(s) except in an action to enforce this Agreement.

9. No Cooperation/Participation:

Plaintiff covenants and agrees that Plaintiff will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person, including, but not limited to, any employee or former employee of the Defendant asserting, or seeking to assert any cause of action, charge for any claim whatsoever against the Defendant unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this action.

10. Attorney's Fees and Costs:

Defendant agrees to pay the sum of \$150,000.00 (ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS) for Plaintiff's costs and attorneys fees which have been incurred in connection with the within matter as well as any underlying administrative matters and in connection with the negotiation and preparation of this General Release and Settlement Agreement. Plaintiff acknowledges that no further amounts shall be sought by or owed to Plaintiff or Plaintiff's attorneys in connection with this matter other than those referenced in this paragraph and any payments discussed in paragraph 1 of this General Release and Settlement Agreement and no further monies shall be sought from Defendant by Plaintiff.

11. Entire Agreement

This General Release and Settlement Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff represents and acknowledges that, prior to executing this General Release and Settlement Agreement, Plaintiff consulted Plaintiff's attorney, that Plaintiff had ample time to do so, that Plaintiff obtained the advice of counsel prior to making the decision to execute the General Release and Settlement Agreement and that Plaintiff had not relied upon any representation or statement not set forth in this General Release and Settlement Agreement made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this General Release. No other promises or agreements shall be binding unless in writing, signed by the Plaintiff and/or the parties hereto and expressly stated to represent an amendment to this Release.

12. No Other Persons with Interests:

Plaintiff and her attorney represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this General Release and Settlement Agreement, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this General Release and Settlement Agreement and receive the sums specified in it; and that the Plaintiff has not sold, assigned, transferred or conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this General Release and Settlement Agreement.

13. Severability:

Plaintiff agrees that if any Court declares any portion of this General Release and Settlement Agreement unenforceable, the remaining portions shall be fully enforceable.

14. Applicable Law:

This Release and Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey and Federal Law. Plaintiff agrees that any action to enforce or interpret this General Release shall only be brought in a court of competent jurisdiction in the State of New Jersey, which the Plaintiff hereby acknowledges and agrees to be the United States District Court For the District of New Jersey.

15. Liens:

The Parties understand and agree that pursuant to the terms of this Agreement Plaintiff shall only receiving educational evaluations and educational services for JR. from Defendant and Plaintiff is not personally receiving any payments. In reaching this release, the parties have paid consideration and attention to possible entitlement to the minor, Plaintiff J.R., to receipt of Medicare or Medicaid benefits under 42 U.S.C. § 1395(y) as well as the entitlement of the Centers for Medicare and Medicaid Services to subrogation and intervention pursuant to 42 U.S.C. § 1395 (y)(b)(2) to recover any overpayment made by Medicare. It is not the purpose of this Release to shift to Medicare or Medicaid the responsibility for the payment of medical expenses for the treatment of injury-related conditions. This settlement is intended to provide the minor, Plaintiff, J.R. with a lump sum which will foreclose Defendant's responsibility for payments of any injury-related medical expenses, including, but not limited to, funds for non-Medicare-covered or non-reimbursable medical expenses.

Plaintiff further agrees to hold harmless and indemnify Defendant from any cause of action, including, but not limited to, an action to recover or recoup Medicare or Medicaid benefits or loss of Medicare or Medicaid benefits, if the Centers for Medicare and Medicaid Services determine that the money set aside was spent inappropriately or for any recovery sought by Medicare or Medicaid including past, present and future conditional payments. The settlement proceeds deposited on behalf of the minor, Plaintiff, J.R. shall be utilized for any claim for conditional payments made by Medicare or Medicaid including past, present and future.

Furthermore, in accordance with Perreira v. Rediger, 330 N.J. Super. 445 (App. Div. 2000), and all applicable law, Plaintiff personally guarantees and warrants that all liens and/or monetary obligations owed, whether public, private or otherwise, for any medical, wage or other benefits received by the minor, Plaintiff, J.R., or paid by any third party on the minor Plaintiff,

J.R.'s, behalf have been satisfied and paid off in their entirety out of the proceeds of this settlement. Plaintiff, on behalf of the minor Plaintiff, J.R. further agrees and warrants that in the event any third party seeks to recover outstanding liens or judgments against the minor Plaintiff, J.R. from the Defendant with regard to the settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorneys' fees and costs.

16. Medicare Set-Aside:

The Parties understand and agree that pursuant to the terms of this Agreement Plaintiff shall only receiving educational evaluations and educational services for JR. from Defendant and Plaintiff is not personally receiving any payments. It is further expressly understood and agreed to the extent applicable, Plaintiff covenants that she will set aside funds necessary in an approved Medicare Set-Aside Account, to pay for any anticipated future medical and/or health care needs of Plaintiff, for any injury and/or condition that requires treatment that arises from the injuries related and/or caused by the accident in question. In the alternative, Plaintiff shall, in concert and consultation with appropriate counsel, aver and covenant that she does not presently anticipate that she will require medical and/or health care treatment for any injuries and/or conditions related and/or arising from the Claims set forth herein. Further, should funds not be placed in an approved Medicare Set-Aside Account for Plaintiff, and care and treatment for injuries and/or conditions allegedly related to the Claims referenced herein be subsequently sought, then Plaintiff covenants and represents to the Released Parties, their insurance carriers, their attorneys and others in privity with them, that Plaintiff will not submit nor seek payment for said medical care from Medicare and/or any other government funded program. This covenant and representation shall be included as part of the indemnification obligations of Plaintiff stated herein.