



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

FINAL DECISION APPROVING
SETTLEMENT

OAL DKT. NO. EDS 10988-19

AGENCY DKT. NO. 2020-30364

R.B. ON BEHALF OF A.G.,

Petitioner,

v.

GIBBSBORO BOARD OF EDUCATION
AND EASTERN CAMDEN REGIONAL
HIGH SCHOOL DISTRICT,

Respondents.

Jamie Epstein, Esq., for petitioner

Patrick F. Carrigg, Esq., for respondents (Lenox Law Firm, attorneys)

Record Closed: September 25, 2019

Decided: September 25, 2019

BEFORE SARAH G. CROWLEY, ALJ:

This case arises under the Individuals with Disabilities Education Act, 20 U.S.C. §§1400 to 1482. The parties have voluntarily agreed to resolve all disputed matters and have entered into a settlement as set forth in the attached document.

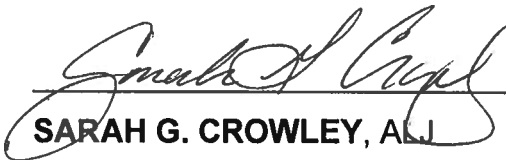
I have reviewed the terms of settlement and I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the attached document.
2. The settlement fully disposes of all issues in controversy between them and is consistent with the law.

Therefore, I **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

This decision is final pursuant to 20 U.S.C. § 1415(i)(1)(A) and 34 C.F.R. § 300.514 (2018). If the parent or adult student feels that this decision is not being fully implemented with respect to program or services, this concern should be communicated in writing to the Director, Office of Special Education Programs.

September 25, 2019
DATE


SARAH G. CROWLEY, ALJ

Date Received at Agency: 10-3-19

Date Sent to Parties: 10-3-19

Attachment

J-1
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2019
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STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

Patrick F. Carrigg, Esq. Attorney ID# 035892005
LENOX, SOCEY, FORMIDONI, GIORDANO,
COOLEY, LANG & CASEY, LLC
136 Franklin Corner Road, 2B
Lawrenceville, New Jersey 08648
(609) 896-2000
 Attorneys for Respondent, Gibbsboro Board of Education

<p>R.B.P. v/bio A.G.</p> <p style="text-align: center;">Petitioner</p> <p>vs.</p> <p>GIBBSBORO BOARD OF EDUCATION and EASTERN CAMDEN REGIONAL HIGH SCHOOL DISTRICT <i>Settlement (As to Gibbsboro only)</i></p> <p style="text-align: right;">Respondents.</p>	<p>NEW JERSEY OFFICE OF SPECIAL EDUCATION PROGRAMS</p> <p>OAL Docket No.:EDS- Agency Ref. No.: 2019 30364 2020</p> <p>SETTLEMENT AGREEMENT (PARTIAL)</p>
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WHEREAS, A.G. is a fourteen-year-old student as defined in N.J.A.C. 6A:14-1.1 et seq., and eligible for special education and related services; and

WHEREAS, R.B.P is the parent and natural guardian of AG (hereinafter referred to as "Parents" and/or "Petitioners"); and

WHEREAS, the Gibbsboro Board of Education (hereinafter referred to as "Board" and/or "District" and/or "Respondent") is the local educational authority with the responsibility of providing a free, appropriate public education to A.G.; and

WHEREAS, a dispute arose between the Parties with regard to A.G.'s program, entitlement to compensatory education, reimbursement for independent educational evaluations, and alleged damages for allegedly failing to accommodate his disabilities; and

WHEREAS, the parties disagree as to whether the program and services offered to A.G. constituted a free and appropriate public education in the least restrictive environment; and

WHEREAS, the parties in good faith have negotiated concerning the issues in dispute and have a desire to resolve this matter in an amicable way, without admitting any deficiencies in the program, or services previously offered and provided by the Board to A.G., in order to reach a compromise of this dispute;

WHEREAS, it is stipulated between parties, to wit, Petitioners and Gibbsboro Board of Education, that this settlement agreement shall have no effect upon Petitioners' claims against Co-Respondent, Eastern Camden Regional High School District and this settlement agreement shall have no effect upon any claims between Gibbsboro Board of Education and Co-Respondent, Eastern Camden Regional High School District.

NOW THEREFORE, the Parties hereby agree as follows:

1. The Board agrees to pay to Petitioners thirty-seven thousand dollars (\$37,000.00) pursuant to the terms set forth below, and in exchange for a full release of claims. The payment shall be made within 30 days of the Administrative Law Judge's Final Order incorporating this settlement agreement and release into a Final Decision.
2. Petitioners shall be responsible for direct payment of costs incurred for compensatory education for A.G., Petitioners' attorneys' fees and costs, and the following outstanding invoices for independent evaluations:
 - \$2500.00 for the completed reading evaluation by Maxability;
 - \$1500.00 for the completed Functional Behavioral Analysis by Christen Russell;Other than the guaranteed payment set forth in Paragraph 1, the Board shall not have any educational responsibility for A.G.; shall not have any obligations to conduct evaluations of him; shall not have any obligations to monitor his educational progress; and shall not have any obligations to offer A.G. a free appropriate public education at any time hereafter.
3. In consideration of the guaranteed payment outlined above, Petitioners agree this guaranteed payment shall be the maximum financial responsibility of the District to Petitioners on behalf of A.G.'s education from the beginning of time through June 30, 2019. It is expressly understood and agreed that under no circumstances shall the District have any obligations to provide, arrange or otherwise reimburse any costs for education, compensatory education, related services, student costs, transportation or any other expenses related to A.G.'s education at any time during the 2019-2020, 2020-2021, 2021-2022, and 2022-23 school years. It is expressly agreed and understood that any costs associated with the education of A.G. that exceed the amount of financial contribution from or on behalf of the District, shall not be the responsibility of the District.
4. Petitioners accept the financial contribution towards A.G. as full and final satisfaction of the District's entire obligation to provide A.G. with a free appropriate public education under the IDEA and the New Jersey State Constitution through the date of this Agreement. Petitioners explicitly waive any entitlement to an Individualized Education Program, evaluations, special education programming, compensatory education, related services or any other services or reasonable accommodations to which AG might be entitled through any State or Federal law, including but not limited to: the IDEA: N.J.A.C. 6A:14-1.1 et seq.; and Section 504 of the Rehabilitation Act of 1973 through the date of this Agreement. Petitioners expressly agree not to seek educational

services from the District and agree the District shall have no further financial responsibility or liability for AG's education beyond the date of this Agreement.

Petitioners, on behalf of themselves individually and on behalf of AG further agree jointly and severally, to indemnify and hold the Districts, its members, officers, agents, and employees harmless from any claim, complaint, suit, demand, costs, expense or legal fee, penalty, loss or judgment (collectively "liability") or any challenge, successful or unsuccessful, brought or made by AG at any time subsequent to the effective date of this Agreement, in any judicial or administrative court, tribunal or other forum in connection with AG's education.

5. Petitioners release and waive any and all other claims which they, whether individually, separately, jointly and/or on behalf of AG asserted or could have asserted against the Board, collectively and individually, its past and present Board members, agents, employees, administrators, officers, attorneys, their successors, heirs and assigns, including but not limited to claims under any Federal, State or local law, regulation, or ordinance, including but not limited to claims under the education laws, anti-discrimination laws, civil rights laws, and the like, including but not limited to claims for damages, compensatory education, attorneys' fees, consultants' fees, experts' fees, punitive damages, and the like through the date of this Agreement.

6. This settlement is the compromise of disputed claims between the Parties. It shall not be treated as an admission of liability, wrongdoing and/or failure to act in accordance with the law by either party. Neither party shall be deemed a prevailing party for any purpose. Petitioners agree that they are solely responsible for their attorneys' fees and costs. Furthermore, this Agreement shall not be treated as an admission on the part of the Board that it has not offered A.G. a free and appropriate educational program and placement through the date of this Agreement.

7. The Parties agree to refrain from filing any proceeding, action or complaint against each other regarding the educational program provided to A.G. from the beginning of time through the date of this Agreement. It is expressly understood the Parties reserve the right to bring a claim before any court or tribunal of competent jurisdiction to enforce their rights under this Agreement. Neither party, by entering into this agreement, waives its rights, if any, to prevailing party attorney's fees and costs in an enforcement action.


8. This Agreement represents the entire understanding between the Parties and will not be modified, in whole or in part, except by a subsequent written and signed agreement. This Agreement has been entered into freely, willingly and voluntarily, without duress or coercion, and with each party having an opportunity to consult with counsel of their choosing and option.

9. Deleted.

10. It is understood and agreed that each party shall be responsible for their own attorney's fees and expert costs pursuant to 20 U.S.C. 1415(i)(3)(B) and all other applicable laws, codes, statutes, regulations, etc.
11. The Parties each hereby verify, affirm, and represent they have each had the opportunity to discuss the terms of this Agreement with counsel, they understand its contents, and are entering into this Agreement voluntarily and with full understanding of its meaning.
12. The Parties acknowledge they have been represented by, and have had the opportunity to consult with legal counsel throughout the negotiations of this Agreement, that they have reviewed/have had the opportunity to review this Agreement with their counsel, and that they fully understand its requirements and limitations. The Parties further expressly state that they are fully satisfied with the representation provided by their legal counsel.
13. This Agreement is subject to approval and ratification by the Board at its next regularly scheduled Board Meeting via a Resolution which shall be transmitted forthwith to the New Jersey Office of Administrative Law. The Agreement shall be rendered void, and is without prejudice to either party, if the terms are not approved by the Board and ratified at a public meeting.
14. This Agreement shall be (a) placed on the record, (b) approved by an Administrative Law Judge that the parties voluntarily entered into this Agreement and (c) be incorporated into a final Order and Decision annexing the Board's Resolution and (d) signed by an Administrative Law Judge.
15. It is expressly understood and agreed that this Agreement shall be subject to the laws of the State of New Jersey.
16. It is expressly understood and agreed that this Agreement shall have no effect on any claims or defences between Petitioners and the co-Respondent, Eastern Camden Regional High School District. It is expressly further understood that any claims between said co-respondents shall have no effect on Petitioners' claims with each co-respondent.
17. This Agreement contains the entire agreement between the Parties hereto and is intended to resolve all disputes and issues between them from the beginning of time through the date of execution of this Agreement by the Board.

[REMANING PAGE IS INTENTIONALLY BLANK; SIGNATURES ON THE NEXT PAGE]

Date: 8/29/19


RBP o/b/o AG

GIBBSBORO BOARD OF EDUCATION

Date: _____

Date: _____

RBP o/b/o AG

GIBBSBORO BOARD OF EDUCATION

Date: 9/9/2019

Joyce G. Miller



GIBBSBORO ELEMENTARY SCHOOL DISTRICT

Grades PS through 8

Mr. James Cordery
Business Admin/Curriculum Dir.
jcordery@gibbsboroschool.org

Mr. Jack Marcellus
Superintendent/Principal
jmarcellus@gibbsboroschool.org

Mrs. Barri E. Veytsman
Supervisor of Special Services/School Psychologist
bveytsman@gibbsboroschool.org

Executive Session

Upon a motion, made by Mr. Alexander, and seconded by Mr. MacFerren, the Board adopted the Resolution/Agreement Agency Ref No. 2019-30364) as discussed in Executive Session. The petitioner listed on said agreement is R.B.P..o\b\0A.G.

Roll Call Vote was unanimous. Motion carried.

I hereby certify that the above is true and an exact copy of the Minutes from the Gibbsboro Board of Education's Executive minutes from August 13, 2019. The Board approved the minutes on their meeting on September 10, 2019.

James Cordery, Board Secretary

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Together Everyone Achieves More

BOARD OF EDUCATION
EASTERN CAMDEN COUNTY REGIONAL SCHOOL DISTRICT
1401 LAUREL OAK ROAD
VOORHEES TOWNSHIP, NJ 08043
(856) 784-4441

Diana Schiraldi
Business Administrator
Board Secretary

STATE OF NEW JERSEY)
COUNTY OF CAMDEN)

SS:

DIANA SCHIRALDI, being first duly sworn on oath, deposes
and says:

That the deponent is the Business Administrator/Board
Secretary of the Eastern Camden County Regional School
District in the County of Camden, State of New Jersey
aforesaid, and that the following extract is a true and
exact copy of the motion that appears in the minutes of
a meeting of the Board of Education of the EASTERN CAMDEN
COUNTY REGIONAL SCHOOL DISTRICT held on September 18, 2019;

Approve Consent Order Settlement-Moved by Jude Brown,
and seconded by Robert Campbell, that the Board of Education
of the EASTERN CAMDEN COUNTY REGIONAL SCHOOL DISTRICT approve
to accept the terms and conditions listed in the Settlement
Agreement dated September 12, 2019 (OAL Docket#EDS#10988-2019
and Agency Reference No: 2019-30364.

Roll Call Vote:

Ayes (9)
Campbell, Chow, Deichert, Brown, Garr, Parker, DeCicco, David, Paul
Noes (0)

Abstain (0)

Motion Carries

Diana Schiraldi
Diana Schiraldi
Business Administrator/Board Secretary

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

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