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Attorneys for Respondent
Lawrence Township Board of Education

R.F. and J.F. o/b/o G.F.,	:	STATE OF NEW JERSEY
	:	OFFICE OF ADMINISTRATIVE LAW
Petitioners,	:	
	:	AGENCY REF. NOS.: 2025-37910
vs	:	OAL Dkt. No.: EDS 10804-2024
Lawrence Twp. Board of Education	:	
	:	
Respondent.	:	

SETTLEMENT AGREEMENT

WHEREAS, G.F. is a student residing within the Lawrence Township Board of Education School District (hereinafter referred to as the "District"); and

WHEREAS, G.F. is eligible for special education and related services under the Individuals with Disabilities Education Act; and

WHEREAS, R.F. and J.F. (hereinafter referred to as the "Parents") and the Lawrence Township Board of Education (hereinafter referred to as the "District or Board") have a dispute regarding G.F.'s educational services; and

WHEREAS, the Parents and District have agreed to resolve all issues as follows:

1. Provided that parents return a signed agreement on or before Friday, October 25, 2024, G.F. will be placed in Robbinsville Public Schools via an IEP on or before November 4, 2024. Programming and related services shall be in accordance with the IEP dated January 10, 2024. This agreement will serve as an amendment to the existing IEP. The District shall convene an IEP meeting approximately 30 days after placement. The District will provide the parents a copy of the contract between Lawrence and Robbinsville within thirty (30) days of approval and execution by both Boards of Education.
2. G.F. will remain in the Robbinsville Public School for the remainder of 6th grade (2024-2025 school year; 7th grade (2025-2026 school year); and 8th grade (2026-2027 school year). In the event of a due process petition is filed while G.F. is attending Robbinsville Public School, the stay-put shall be Robbinsville Public Schools' program with the transportation reimbursement set forth in paragraph 3.

3. Parents shall be responsible for transportation of G.F. to and from the Robbinsville placement. Parent and District are to enter into the State parent transportation contract where District will pay Parent, Five Thousand Dollars (\$5,000) to transport the student each year as evidenced by G.F.'s attendance record from Robbinsville.
4. District shall convene the evaluation planning meeting in Spring of 2027. Parents shall make G.F. available for said evaluations. District will convene an eligibility / IEP meeting within 60 days of parents' written consent to evaluations. Parents retain the right to request reevaluation prior to the Spring of 2027.
5. In consideration of the above, provided the District fulfills its obligations set forth in this Agreements, Parents, individually and on behalf of G.F. hereby fully and completely release the District, its members, officers, administrators, agents, servants, employees, or assigns from any and all claims known to have accrued against the District in connection with G.F.'s receipt of a FAPE through the date they execute this Agreement, under any law, regulation, or legal theory, and including, without limitation, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a), §705(8), 701 et seq., 42 U.S.C. §1983, 42 U.S.C. §1988, 29 U.S.C. §705(20), the Individuals with Disabilities In Education Act ("IDEA"), 20 U.S.C. §1400, et seq., 34 C.F.R. § 300.1 et seq., N.J.A.C., 6A:14-1.1, et seq., the Americans with Disabilities Act, 42 U.S.C. §12132, et seq., the Rehabilitation Act of 1973, 20 U.S.C. §7801, Title II of the Americans with Disabilities Act, 42 U.S.C. §12132, et seq., N.J.A.C. 6A:14-3.7, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq., the Americans with Disabilities Act, 42 U.S.C. §621, et seq., 34 C.F.R. § 104.1, et seq., 34 C.F.R. § 99 et seq., all as amended, any statutes of New Jersey including but not limited to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., N.J.S.A. 18A:46-1, et seq., N.J.S.A. 47:1A-1, et seq., N.J.S.A. 18A:37-13, et seq., 20 U.S.C. 1681, et seq., or any federal or state administrative regulations promulgated thereunder, or any other claims which have been or could have been asserted by G.F. or Parents on behalf of G.F. in any forum arising out of or connected with G.F.'s receipt of a FAPE, including but not limited to, claims for attorney's or other professional fees and costs, transportation, compensatory education, or to the extent permitted by applicable law through the date of the Parents' execution of this Agreement. Parents further agree by way of specific example, but without limitation, to waive their right to institute any actions against the District such as administrative actions, complaint investigations, or OCR investigations in connection with G.F.'s receipt of a FAPE through the date in which the Parents execute this Agreement. Nothing in the release set forth in this Paragraph should be construed as a release or waiver of any claims between the Parties seeking to enforce any term or provision of this Agreement.

6. The Parties agree that the terms of this Agreement shall remain confidential.
7. The parties acknowledge that they have been represented by and consulted with legal counsel throughout the negotiations of this settlement, that they have reviewed this settlement in detail, that they fully understand its requirements and limitations, and that they are entering into this Agreement freely and voluntarily. The parties acknowledge that they are fully satisfied with the representation of their legal counsel.
8. This Agreement contains the entire agreement between the parties hereto and is intended to resolve all disputes and issues between them in connection with G.F.'s receipt of a FAPE as of the date the Parents execute his Agreement.
9. This Agreement shall be governed by the laws of the State of New Jersey.
10. If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal or in violation of any Federal or State law, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.
11. This Agreement may not be altered, amended, or modified except by writing, signed and duly authorized by all parties.
12. This Agreement is subject to ratification and approval by the Lawrence Township Board of Education after receipt of a signed Agreement from Parents, after which, it shall be incorporated into the final order. J.F/R.F


IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the date and year of aforesaid.


Jacquelyn Ferrante

10/25/2024
Date


Rocco Ferrante

10/25/24
Date


Vanessa Bekarciak
Assistant Superintendent

11/19/24
Date


Michael P. Puccio

11/19/24

Michele Bowes
Board President

Date



LAWRENCE TOWNSHIP PUBLIC SCHOOLS

Business Office

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Tom Eldridge

Business Administrator

Board Secretary

CERTIFIED BOARD RESOLUTION

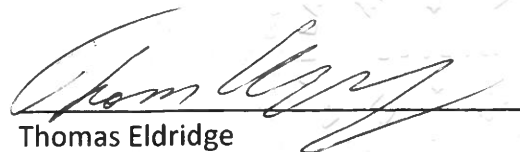
The following is an excerpt of the minutes of the Lawrence Township Board of Education meeting held on November 13, 2024.

I, Thomas Eldridge, Board Secretary, certify that the excerpt of the minutes contained in this document is a true and complete representation of actions taken by the Board of Education.

OSS-1. Motion to approve settlement dated 10/25/2024 for the 2024-2025 school year, as discussed in executive session.

Items OIS 1-3 and OSS 1-6.					
Members of the Board	Made	Sec.	Yes	No	Abstain
Mr. Clarke			X		
Ms. Evans	X		X		
Ms. Groeger			X		
Dr. King			X		
Ms. Pasculli			X		
Mr. Pluta					
Ms. Santos			X		
Mr. Van Hise		X	X		
Ms. Bowes			X		
Motion carried					

Date: November 19, 2024



Thomas Eldridge
Business Administrator / Board Secretary