

**AGREEMENT BETWEEN**  
**RANDOLPH TOWNSHIP BOARD OF EDUCATION AND**  
**A.S AND P.S. o/b/o J.S.**

The Randolph Township Board of Education (the “District”) having its administrative offices at 25 School House Road, Randolph, New Jersey 07869-3333 and A.S and P.S (the “Parents”), residing at \_\_\_\_\_ desiring to settle this special education matter in an amicable and mutually satisfactory manner, hereby set forth their full and complete agreement as follows:

**WITNESSETH**

**WHEREAS**, J.S. is a minor child who is classified as \_\_\_\_\_ and is eligible for special education and related services; and

**WHEREAS**, A.S. and P.S. currently reside in Randolph Township; and

**WHEREAS**, the Randolph Township School District (the “District”) is charged with the operations of the public schools of the Randolph Township School District, County of Morris, a K-12 school system, pursuant to Title 18A of the New Jersey Statutes; and ;

**WHEREAS**, J.S. is currently enrolled in eleventh grade at the \_\_\_\_\_, a unilaterally placement by A.S. and P.S. that commenced in September 2006; and

**WHEREAS**, prior to the start of the 2008-2009 school year the District is to re-evaluate J.S. and to prepare an Individualized Educational Plan (IEP) setting out the program that will be provided J.S. should he enroll at Randolph High School; and

**WHEREAS**, the Parents advised the District the IEP was inadequate for J.S.’ needs and also took the position that the District should pay the cost of J.S. at \_\_\_\_\_; and

**WHEREAS**, the parties have been engaged in a continuing discussion to resolve their dispute, have reached an agreement on the terms as follows:

**NOW, THEREFORE**, for the considerations specified below, the parties set forth the following mutual covenants and agreements:

1. The District hereby agrees that J.S. will attend the \_\_\_\_\_ for the 2008-2009 school year, and the District shall contribute ten thousand dollars (\$10,000.00) towards J.S.'s tuition for the 2008-2009 school year. Payment shall be made to the parents upon submission of proof of payment to \_\_\_\_\_ and within twenty-one (21) days of ratification of this Agreement by the Board of Education.

2. The District hereby agrees that J.S. will attend the \_\_\_\_\_ for the 2009-2010 school year, and the District shall contribute ten thousand dollars (\$10,000.00) towards J.S.'s tuition for the 2009-2010 school year. Payment shall be made directly to the parents within thirty (30) days of submission of proof of payment to the \_\_\_\_\_.

3. Any Individual Education Program created for J.S. shall be done so by the Child Study Team at the \_\_\_\_\_.

4. This Agreement shall be presented to the Randolph Board of Education and the Board shall act on this Agreement no later than June 30, 2009.

5. For, and in consideration of, the sums paid herein, Parents, on their own behalf and on behalf of their successors and assigns, hereby releases and gives up any and all claims, rights, actions and causes of action of any kind, whether at law or in equity, which it has, had or may have against the Randolph Township Board of Education. This Release applies to all claims

resulting from anything that has happened from J.S.'s unilateral placement at \_\_\_\_\_  
\_\_\_\_\_ to the date of the execution of this Agreement and Release by the Parents.

6. Parents agree to waive any right to pursue a hearing for due process or any reasonable attorneys' fees and cost pursuant to the IDEA, 20 U.S.C. § 1415(e)(4), § 615(i), Rehabilitation Act of 1973, 29 U.S.C. § 701 *et. seq.*, as well as all other federal and state statutes providing for the reimbursement of reasonable attorneys' fees and costs related to Parents' request for due process. Parents agree to waive any and all claims to damages, expert costs, attorneys' fees and reimbursement of any other fees and expenses incurred in connection with this action and/or J.S.'s program up to the date of the execution of this Agreement.

7. This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of fact, law, responsibility, wrongdoing or liability on the part of the District or the Parents and shall not be referred to in any subsequent proceedings by any party other than to enforce its terms. In the event that this Agreement is not fully executed and approved by all parties hereto, it shall become null and void and shall neither constitute an admission of any party nor be referred to by any party in any subsequent legal proceeding for any purposes whatsoever.

8. Parents acknowledge that they have been represented by and have consulted with legal counsel throughout the negotiations of this Agreement and that they have reviewed this Agreement in detail and fully understand its requirements and limitations.

9. Parents hereby state that they are signing this Agreement voluntarily of their own free will and not under duress or coercion of any kind.

10. This Agreement shall be construed fairly according to the plain language of its terms and not for or against any party hereto.

11. If, during the term of this Agreement, it is found that a specific clause or clauses of the Agreement is/are illegal under Federal or State law, then the remainder of this Agreement not affected by Federal or State ruling shall remain in full force and effect.

12. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to the rights and responsibilities of Parents or their son, J.S., such as their successors and assigns, are also bound.

13. In further consideration for this Agreement, Parents and District agree that, following the full execution of this Agreement, they will keep all terms of this Agreement completely confidential. Notwithstanding anything to the contrary herein, it is expressly understood and agreed that, following the full execution of this Agreement, neither Parents, the District, the District's staff, nor their attorneys will take any action to publicize the terms and nature of this Agreement, except that disclosure is permitted: (1) as necessary with regard to any proceedings for the enforcement of the Agreement; (2) to the student's immediate family, attorneys, agents and pertinent District staff, who shall agree not to disclose the facts of or any of the terms of this Agreement as if they were a party to it; (3) as may be required by any court of agency of competent jurisdiction; and (4) as may be required by law.

14. This Agreement contains the full and complete agreement of the parties hereto with respect to its subject matter, that it supercedes any prior or contemporaneous representations, whether oral or written, and that it may not be modified or amended except by a written instrument signed by all parties hereto.

15. In consideration for the above, Parents agree that the terms of this Agreement shall constitute a full and complete settlement of all claims they have made or could have made, individually or jointly, in this matter against the Randolph Township Board of Education.

16. In consideration for the above, the District agrees that the terms of this Agreement shall constitute a full and complete settlement of all claims it made or could have made, individually or jointly, in this matter against the Parents.

17. Parents agree to accept the above-cited conditions in return for a full release of the claims set forth in this matter.

**IN WITNESS WHEREOF**, the undersigned put their signatures on this \_\_\_\_\_ day of June, 2009.

**FOR PETITIONER:**

**FOR RESPONDENT:**

\_\_\_\_\_  
A.S.

\_\_\_\_\_  
Superintendent of Schools

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
P.S.

\_\_\_\_\_  
School Business Administrator

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_