



WHEREAS, Janus is a private school that is unaffiliated with the District, and does not constitute the District's recommended educational placement or program for Student; and

WHEREAS, the District makes no representations or warranties and offers no opinion regarding the appropriateness of the educational services provided to Student by Janus; and

WHEREAS, the Parties wish to avoid further disputes and litigation (including administrative litigation) over the matter, and therefore wish to settle any and all outstanding or potential claims of any kind relating to the provision of special education and related services to Student through the end of the 2023-2024 school year, whether or not such claims are known, including attorney's fees and costs, witness fees and costs, evaluations, and any other costs associated with ascertaining whether the District has satisfied its obligation to offer a free and appropriate public education ("FAPE") to Student.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and promises set forth in this Agreement, as well as other good and valuable consideration, and intending to be legally bound hereby, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are incorporated herein and made a part of this Agreement.
  
2. **Purpose.** The purpose of this Agreement is to resolve all matters that have arisen and all matters that could have arisen or that could arise between the Parties relating to the education of Student during all prior school years, the current school year, and the future period through June 30, 2024.

3. **Current Program Placement.** For all purposes relating to this Agreement, the Student's current educational placement is the for purposes of the IDEA shall be deemed to be the public school program of the District and not Parents' unilateral placement of Student at Janus.

4. **Janus School Enrollment.** In lieu of providing a FAPE pursuant to an individualized education program (IEP) during the 2022-2023 and 2023-2024 school terms, inclusive of required tutoring sessions, and the 2023 and 2024 summer sessions, the District will fund tuition costs for Parents' unilateral placement of Student at Janus.

a. District shall provide transportation for Student to and from Janus.

b. Parents shall provide the District with Student's progress monitoring data at Janus throughout the 2022-2023 and 2023-2024 school terms, including the 2023 and 2024 summer sessions.

c. Parents shall provide District with an invoice from Janus documenting total tuition not to exceed the standard rate for the 2022-2023 school term within five (5) business days of receipt by Parents.

d. Parents shall provide District with an invoice from Janus documenting total tuition charges not to exceed the standard rate for the 2023 summer session within five (5) business days of receipt by Parents.

e. Parents shall provide District with an invoice from Janus documenting total tuition not to exceed the standard rate, including related services and tutorials, for the 2023-2024 school term within five (5) business days of receipt by Parents.

f. Parents shall provide District with an invoice from Janus documenting total tuition charges not to exceed the standard rate for the 2024 summer session within five (5) business days of receipt by Parents.

g. Parents shall provide District with an invoice from Janus for any required tutoring sessions for Student within five (5) business days of receipt by Parents.

h. Payment of all Janus invoices referenced herein shall be made by the District directly to Janus within thirty (30) business days of receipt of the required invoice.

5. **Information-sharing.** If the Student ceases to attend Janus, Parents will inform the District of this within five (5) business days.

6. **Planning for 2024-2025.** If the Parents seek to have the District provide the Student with FAPE during the 2024-2025 school term, the Parties will adhere to the following schedule:

a. The Parents will inform the District's Coordinator of Student Services of their desire for FAPE during 2024-2025 school year, by January 2, 2024.

b. The District will present the Parents with any request for information and/or request for permission to reevaluate the Student, by January 25, 2024.

c. The Parents will provide such information and consent to such reevaluation no later than ten (10) days after the date in the subparagraph (b.).

d. The District will present Parents with a Reevaluation Report within sixty (60) days of the District's receipt of the Parents' consent for reevaluation.

e. The Parties will cooperate in the scheduling of a meeting or meetings to discuss the Reevaluation Report and to develop an IEP for the Student for the 2024-2025 school year.

f. The District will develop an IEP and present it to Parents no later than May 1, 2024.

g. If Parents wish to challenge the appropriateness of the IEP referenced in sub-paragraph (f) in an administrative due process hearing, or if Parents otherwise wish to have a hearing officer order the District to provide tuition or tuition reimbursement for the 2024-2025 school term, Parents will notify District within three (3) weeks of the presentation of the IEP as described above.

7. **Placement in the Event of Future Disputes.** In the event of any future dispute between the Parties, the Parties agree that the District, and not Janus or any other alternative placement selected by Parents, will be considered the "stay put" placement as of the time of that future dispute. Consistent with paragraph 3, above, the District's program and the District's current IEP will be considered the Student's current program and placement as of the time of any future dispute relating to Student's disenrollment from Janus or the Student's education for the Extended School Year for the summer of 2023 and 2024 and the 2022-2023 and 2023-2024 school terms. The Parties understand that this means that, for the purposes of "pendency" rules associated with requests for due process hearings or for mediation (such as 34 CFR §300.518 and 22 Pa. Code §14.162(s)), the District will be considered Student's pendent educational placement.

8. **Limitations.** The Parties acknowledge that: (a) the District does not vouch for the appropriateness of the education of Student at Janus, (b) the District does not vouch for Janus' compliance with any law that is applicable to public schools, (c) the District will not supervise the education of Student at Janus, (d) nothing in this Agreement commits Janus to implement any IEP of Student, (e) except for planning for Student's possible return to public school and the payments described above, relations with Janus will be with the Parents and not with the District, and (f) the Parties understand that, by choosing to enter into this Agreement, the Parents are choosing not to accept the FAPE which the District asserts is available through the District, through June 2024. Nothing in this Agreement, however, will be interpreted as precluding Parents from disenrolling the Student from Janus, presenting Student for education by the District, and thereafter exercising the rights of the Student to FAPE.

9. **Nonrenewal and Termination.** This Agreement is based on the Parents' satisfaction with the education of Student at Janus. Parents may notify the District that Parents wish to consider disenrolling Student from Janus and that the Parents wish to consider how the District might provide FAPE to Student through a placement in or outside of the District. The Parents will give any such notice in sufficient time to allow for the District to conduct a reevaluation of the Student and for the subsequent development of an IEP prior to the time that the Parents wish the District to provide FAPE to the Student pursuant to an IEP.

10. **Relocation.** Notwithstanding all other provisions of this Agreement, the obligation to support the Student's education will be provided on a yearly basis, and automatically cease at such time as Parents cease to be residents of the District.

11. **Specific Releases.** Parents and Student waive all claims and rights they may have with regard to the District's education of the Student from the beginning of time through the date provided in paragraph 2 of this Agreement.

12. **General Release of Claims.** Except as memorialized in this Agreement, Parents and Student waive all claims against the District and its employees arising out of or relating to the education of Student through the date provided in paragraph 2 of this Agreement including, but not limited to: (a) claims for compensatory education, (b) claims for tuition reimbursement or damages, (c) claims for reimbursement of attorneys' fees, and (d) any claims that could be raised by any administrative or judicial complaint regarding the education of Student through the date listed in paragraph 2 of this Agreement. However, nothing in this Agreement shall be interpreted as limiting the ability of any Party to litigate issues of non-implementation of this Agreement.

13. **No Admission.** Nothing contained in this Agreement shall be deemed to constitute an admission or acknowledgement by any of the Parties hereto of any wrongful, unlawful, or improper act, conduct, or failure to act, nor an admission or acknowledgement of liability of any kind. The Parties acknowledge that the payments provided for in this Agreement are intended to provide Parents and Student with consideration for a settlement and compromise of all outstanding or potential claims that Parents or Student may now have or may have in the future against the District and/or its employees on account of the education of Student through the date listed in paragraph 2 of this Agreement.

14. **Acknowledgment of Waiver of Statutory Rights.** Parents acknowledge that, by entering into this Agreement and by accepting the terms herein, they are waiving rights

which Parents and Student may otherwise have under state and federal law, including the Pennsylvania School Code, Pennsylvania regulations issued by the State Board of Education or the Department of Education, the Individuals with Disabilities Education Act, under Section 504 of the federal Rehabilitation Act, under Sections 1983 and 1988 of the federal Civil Rights Act, and under any other state or federal law.

15. **Consultation with Counsel.** Each Party acknowledges: (a) that each Party has consulted with its counsel concerning its rights, Student's rights, and this Agreement, (b) that each Party is satisfied with any advice it has received from counsel, and (c) that it is signing this Agreement, including the waiver of rights, knowingly and voluntarily.

16. **Confidentiality.** The Parties will not divulge the existence of this Agreement or any of its particulars to any third party other than as necessary in connection with Student's enrollment in an educational program, except to the extent required by law, including as required by the Pennsylvania Right to Know Law, except that the Parties may divulge the Agreement to a court in the event of an action to enforce the commitments made in this Agreement.

17. **Entire Agreement.** This Agreement constitutes the entirety of the agreements and understandings of the Parties relating to the subjects described in this Agreement.

18. **Construction and Enforcement.** This Agreement shall be construed under Pennsylvania law. Headings of paragraphs in this Agreement are for convenience only and shall not be used to interpret or construe its terms or provisions. Nothing in this Agreement shall be construed as limiting the right of the Parties to seek enforcement of this Agreement (after it becomes effective), by action at law or equity or by any other legal proceeding.



19. **Execution in Counterparts.** This Agreement may be executed in counterparts, including facsimile and email counterparts, and all such executed counterparts, including counterparts with email or facsimile signatures, together shall constitute one original Agreement which shall be binding upon the Parties. This Agreement will be effective on the latest of the dates indicated below.

20. **Authority to Enter into Agreement.** Each Party warrants that the person signing this Agreement is authorized and empowered to sign this Agreement on its/his/her/their behalf, and to bind such Party to the terms of this Agreement.

**CAUTION: READ THIS ENTIRE AGREEMENT, WHICH INCLUDES NINE (9) PAGES, AND TWENTY (20) NUMBERED PARAGRAPHS, BEFORE SIGNING YOUR NAME BELOW**

WHEREFORE, intending to be legally bound, the Parties have executed this Agreement as set forth below.

Date: August 10, 2022

\_\_\_\_\_  
, individually and as Parent and  
Legal Guardian of

Date: 8/10/22

\_\_\_\_\_  
, individually and as Parent and  
Legal Guardian of

WARWICK SCHOOL DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. April Hershey, Superintendent