



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

DECISION APPROVING
SETTLEMENT

OAL DKT. NO. EDS 10126-13
AGENCY DKT. NO. 2013 19927

E.S. AND G.S. ON BEHALF OF B.S.,
Petitioners,

v.

MERCHANTVILLE BOARD OF EDUCATION,
Respondent.

Jamie Epstein, Esq., for petitioners

Leonard J. Wood, Esq., for respondent (Wade, Long, Wood, & Kennedy, LLC,
attorneys)

Record Closed: January 31, 2014

Decided: February 6, 2014

BEFORE **SUSAN M. SCAROLA, ALJ:**

This case arises under the Individuals with Disabilities Education Act, 20 U.S.C.A. §§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**:

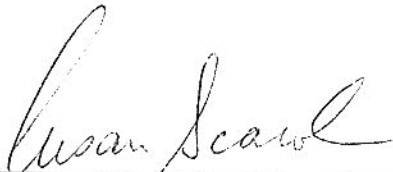
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the attached document.
2. The settlement fully disposes of all issues in controversy between them and is consistent with the law.

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.A. § 1415(i)(1)(A) and 34 C.F.R. § 300.514 (2007).

February 6, 2014

DATE



SUSAN M. SCAROLA, ALJ

Date Mailed to Parties:

2/7/14

SMS/mel



Merchantville School District
130 South Centre Street
Merchantville, NJ 08109
856-663-1091
(Fax) 856-663-5702
www.merchantville.k12.nj.us

APR 21 10 10 AM '14

Jonathan Scott Strong
Chief School Administrator

STATE OF NEW JERSEY)

SS:

COUNTY OF CAMDEN)

WILLIAM THOMPSON, being first duly sworn on oath, deposes and says:

That the deponent is the Business Administrator/Board Secretary of the School District and Board of Education of Merchantville, in the County and State 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 Merchantville Board of Education held on January 28, 2014.

Approve Consent Order Settlement - Moved by Mr. Morgan, and seconded by Mrs. Perno, that the Merchantville Board of Education approve to accept the terms and conditions listed in the Consent Oder Settlement dated January 7, 2014 (OAL Docket #EDS 10126-2013).

Roll Call Vote:

Ayes (7) Engelke, Honigfeld, Stocker, Morgan, Perno, Vitiello, and Morrone

Noes (0)

Abstain (0)

Motion Carries.

William H. Thompson
Business Administrator/Board Secretary

JAMIE EPSTEIN, *ATTORNEY AT LAW*
107 Cherry Parke, Suite C, Cherry Hill, NJ. 08002
Tel: (856) 979-9925
Attorney for: Petitioners

E.S. and G.S. o/b/o B.S.	:	OFFICE OF ADMINISTRATIVE LAW
	Petitioners :	STATE OF NEW JERSEY
	:	
v.	:	OAL Docket No. EDS 10126 - 2013
	:	Agency Ref. 2013-19927
Merchantville Board of Education	:	
	Respondents :	CONSENT ORDER
	:	<i>SETTLEMENT</i>

THIS MATTER coming before the Court on notice from the parties they have settled the within matter, with Jamie Epstein, Esquire for Petitioners and Leonard Wood, Esquire for Respondent, and for good cause shown,

IT IS ON THIS *7th* DAY OF *Jan*, 2014; ORDERED;

1. MBBE shall pay for the following IEEs as selected by the parents;
Functional Behavioral/Social Assessment/Behavior Intervention Plan, Neuro-psychiatric, Pediatric Neurological, Occupational Therapy assessment of sensory integration and Learning Evaluation;
2. MBBE classification shall change BS' classification to other health impaired based in part on ADHD.
3. MBBE shall provide BS with a special education teacher for math and reading in his regular education classroom and for the remainder of the day shall be a one to one aide.
4. MBBE shall pay for compensatory education during after school hours for

30 consecutive weeks as follows; speech therapy 1 hour per week with Rizza Miro at her office (at a rate not more than \$150/hr), behavior training 1 hour per week with Amy Golden, BCBA at the home and 1 hour per week tutoring by a special education teacher to be selected by MBBE.

5. MBBE shall provide speech therapy individually 30 minutes 40 times per school year and 30 minutes twice per month in class (40 sessions are prorated during the regular school year).

6. MBBE shall provide an extended school year following the conclusion of the current school year.

7. MBBE shall pay for the Amy Golden, BCBA to train staff and parents and monitor and adjust the behavior plan for 10 hours the first 30 days after the behavior plan is completed and 4 hours per month thereafter.

8. MBBE shall pay for the Amy Golden, BCBA to attend all CST meetings.

9. MBBE shall provide social skills training based on the recommendation of the assessment referred to in ¶1.

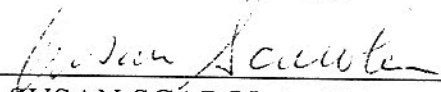
10. MBBE reimburse Petitioners for all expenses related to the provision of evaluations and services privately obtained for BS in the amount of \$11,000.

11. MBBE shall pay \$20,000 in settlement of any claims for attorney's fees and costs.

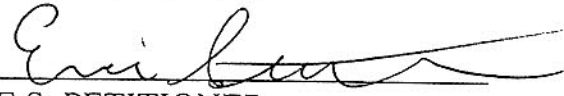
12. MBBE shall hold the IEP Meeting within 30 days, MBBE shall provide BS an IEP which shall address the recommendations of Henning, Miro and Golden from

their reports and MBBE shall reconvene the IEP Meeting within 30 days after the evaluations referred to in ¶11 are received and address the recommendations of those reports.

ALL PROVISIONS OF THIS AGREEMENT SHALL TAKE EFFECT WITHIN 30 DAYS OF THE DATE OF THIS ORDER UNLESS OTHERWISE INDICATED AND IS SUBJECT TO BOARD APPROVAL AT ITS NEXT REGULARLY SCHEDULED MEETING OF 1/28/14 WHICH EVER IS SOONER.


HON. SUSAN SCAROLA, ALJ.

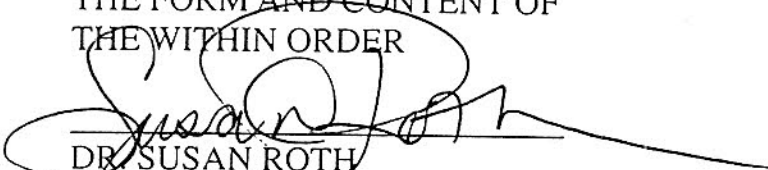
I HEREBY CONSENT TO BOTH THE FORM AND CONTENT OF THE WITHIN ORDER


E.S. PETITIONER

I HEREBY CONSENT TO BOTH THE FORM AND CONTENT OF THE WITHIN ORDER


G.S., PETITIONER

I HEREBY CONSENT TO BOTH THE FORM AND CONTENT OF THE WITHIN ORDER


DR. SUSAN ROTH
REPRESENTATIVE OF MBBE