



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

FINAL DECISION

APPROVING SETTLEMENT

OAL DKT. NO. EDS 09214-2014

AGENCY DKT. NO. 2014 21370

C.E. AND B.E. ON BEHALF OF K.E.,

Petitioners,

v.

BURLINGTON TOWNSHIP

BOARD OF EDUCATION,

Respondent.

Jamie Epstein, Esq., for petitioners

Cameron Morgan, Esq., for respondent (Parker McCay, P.A., attorneys)

Record Closed: October 19, 2015

Decided: November 25, 2015

BEFORE **JOHN F. RUSSO, JR.,** 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 issues in this matter and have entered into a settlement as set forth in the attached Settlement Agreement.

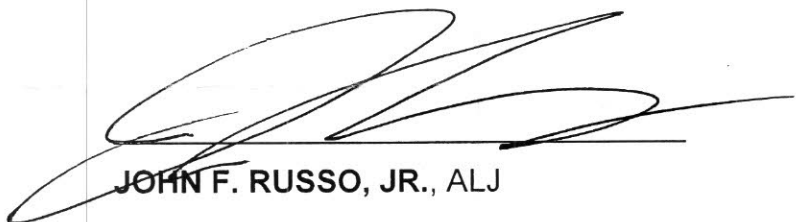
I have reviewed the terms of settlement and I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the attached Settlement Agreement and are the terms are incorporated herein. (J-1)
2. The Board resolution approving the settlement agreement is also attached. (R-1)
3. The settlement is fair in reasonable and in K.E.'s best interest as evidenced by the Order dated November 25, 2015. (C-1).
4. 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 (2012). If any party including 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.

November 25, 2015
DATE



JOHN F. RUSSO, JR., ALJ

Date Received at Agency: 12/1/15

Date Sent to Parties: 12/1/15

/mel

Attachment

J-1
7/21/15

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

K.E., a minor, individually and by her
Parents C.E. and B.E.,
Petitioners
v.
BURLINGTON Township Board of
Education,
Respondents

**OFFICE OF ADMINISTRATIVE LAW
STATE OF NEW JERSEY**

OAL Docket No. EDS 9214-14
Agency Ref. 2014 21370

SETTLEMENT AGREEMENT

THIS MATTER COMING BEFORE THE COURT on 7/21/15 on notice from Jamie Epstein, Esquire, for Petitioners, C.E. and B.E. on behalf of K.E.; and Cameron Morgan, Esquire, for Respondent, Burlington Township Board of Education; that the parties have freely and voluntarily entered into a settlement agreement disposing of all issues in dispute, it is hereby agreed:

1. Generally, Petitioners waive all IDEA claims as of the date they sign this agreement and Petitioners waive all civil claims, they knew of, or should have known of, as of the date they signed this agreement. Specifically, The parents, individually and on behalf of K.E., agree to waive the right to file or initiate, and shall not file, initiate, or cause to be initiated, any suit, demand, administrative, judicial or other proceeding, claim, complaint, due process petition, grievance, or action of any kind, in any forum whatsoever, regarding or relating to the educational program or related services provided to K.E., or the provision of educational services to her, from the time of her entry into the District through ~~June 30, 2015~~.

July 21, 2015.
Ⓟ *msb*

parents further agree to indemnify and hold forever harmless the Board, its members, officers, employees, administrators, agents, servants, and assigns from and against any and all claims, complaints, suits, demands, costs, expenses or legal fees, penalties, losses, damages, judgments, challenges, or liabilities of any kind, successful or unsuccessful, brought or made by K.E. or anyone acting on behalf of K.E., at any time subsequent to the effective date of this Agreement, and in any judicial or administrative court, tribunal, or other forum, in connection with or in any way related to the duties and responsibilities of the Board toward K.E., including but not limited to, any claims or actions arising under the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. § 1400 et seq., N.J.S.A. 18A:46-1 et seq., or any federal or state administrative regulations promulgated thereunder, 34 C.F.R. § 300.1 et seq., N.J.A.C. 6A:14-1 et seq., any claims or actions they knew of or should have known of arising under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., or any federal or state administrative regulations promulgated thereunder, 34 C.F.R. § 104.1 et seq., claims or actions for compensatory education, claims or actions arising under the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, or any federal administrative regulations promulgated thereunder, 34 C.F.R. § 99 et seq., any claims or actions

arising under the New Jersey Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1 et seq., claims or actions they knew of or should have known of arising under the New Jersey Law Against Discrimination (“NJLAD”), N.J.S.A. 10:5-1 et seq., any claims or actions they knew of or should have known of arising under the Anti-Bullying Bill of Rights Act (“ABBRA”), N.J.S.A. 18A:37-13 et seq., any claims or actions they knew of or should have known of arising under Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 et seq., any claims or actions they knew of or should have known of arising under 42 U.S.C. § 1983, any claims or actions they knew of or should have known of for personal injury or property destruction, any claims or actions they knew of or should have known of requiring notice to Respondent under the New Jersey Tort Claims Act, N.J.S.A., 59:1.1 et.seq., or any other claims or actions they knew of or should have known of whether brought pursuant to statute, common law, or otherwise, based on facts arising from the time of K.E.’s entry into the District through ^{Ⓟ JULY 21} ~~June 30~~, 2015. ^{MOB} _{CC}

2. Respondents waive all claims they knew of, or should have known of, as of the date they signed this agreement against Petitioners.

3. Respondents shall pay Petitioners \$25,000 for KE's educational expenses within 30 days of the date of the final decision;

4. Respondents shall pay Petitioners' attorney's fees made payable to Jamie

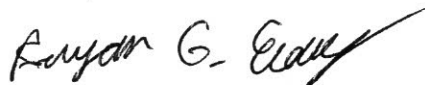
Epstein, Esquire, Attorney Trust Account in the amount of \$35,000 no later than January 7, 2016 by check dated in January 2016;

5. The terms of this Agreement shall take effect only upon the occurrence of all of the following: a) the Petitioners executing the Agreement; b) the Board's adoption of the Agreement, by Resolution, at its next regularly scheduled Board Meeting on 7/29/15; c) the Board faxing and mailing said Resolution and Executed Agreement to the Court on 7/30/15; d) the Petitioners obtaining a Court Order approving this Agreement at a friendly hearing and faxing and mailing same to this Court within one day; and e) upon the Court's incorporation of the friendly Court Order, Executed Agreement and Board Resolution into a Final Enforceable Decision.

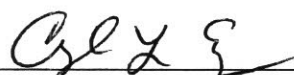


Mary Ann Bell, BTBE Representative

Judy Hirt, BTBE Board President



B.E. individually and o.b.o. K.E.



C.E. individually and o.b.o. K.E.



PARKER McCAY

Parker McCay P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054-5054

RECEIVED

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STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

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Cameron R. Morgan, Esq.
P: 856-985-4062
cmorgan@parkermccay.com

August 25, 2015

File No. 15530-0003

Via Facsimile & Regular Mail

Hon. Edward J. Delanoy, Jr., A.L.J.
Office of Administrative Law
9 Quakerbridge Plaza
P.O. Box 049
Trenton, New Jersey 08625-0049

Re: C.E. & B.E. o/b/o K.E. v. Burlington Township Board of Education
OAL Docket No. EDS 09214-2014; Agency Ref. No. 2014-21370

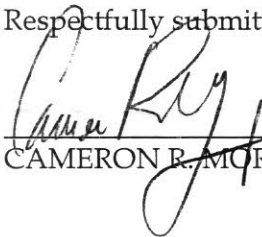
Dear Judge Delanoy:

With regard to the above referenced matter, enclosed please find the Burlington Township Board of Education minutes approving the Settlement Agreement entered between the parties at its July 29, 2015 meeting. The minutes were not received in our office until August 24, 2015.

Should Your Honor require any additional information, please do not hesitate to contact me.

Thank you for your time and attention to this matter.

Respectfully submitted,



CAMERON R. MORGAN

CRM/mso

Enclosure

cc: Mary Ann Bell, Interim Superintendent (*w/o Enc.*)
Jaime Epstein, Esquire (*w/Enc.*)

COUNSEL WHEN IT MATTERS.SM

Mount Laurel, New Jersey | Lawrenceville, New Jersey | Atlantic City, New Jersey

REGULAR PUBLIC MEETING
July 29, 2015

2015-07-29 16

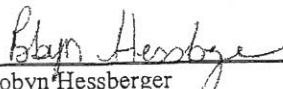
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STATE OF NEW JERSEY
OFFICE OF THE CLERK

B. MISCELLANEOUS (Continued)

10. On the motion by Mrs. Eichmann, seconded by Mrs. Crenshaw to recommend the approval of the shared services agreement with St Paul's School to provide food service, for the school year 2015-2016. Services to be provided by Princeton Food Management as part of the contract already awarded. Roll Call Vote: 7 Ayes, 0 Nays, motion carried.
11. On the motion by Mrs. Eichmann, seconded by Mrs. Crenshaw to recommend approval of an agreement with INVO Health Care Associates to provide Occupational Therapy services at a rate of \$83 per hour for contracted services from July 1, 2015 until June 30, 2016, not to exceed \$80,000. Roll Call Vote: 7 Ayes, 0 Nays, motion carried.
12. On the motion by Mrs. Eichmann, seconded by Mrs. Crenshaw to recommend the approval of a resolution to accept the Settlement Agreement between the Burlington Township Board of Education and the parents of student #3703703390.
Roll Call Vote: 7 Ayes, 0 Nays, motion carried.
13. On the motion by Mrs. Eichmann, seconded by Mrs. Crenshaw to recommend the approval of an increase of shared services with Deptford Township Board of Education to include Level I Technology, effective August 3, 2015. Roll Call Vote: 7 Ayes, 0 Nays, motion carried.
14. On the motion by Mrs. Eichmann, seconded by Mrs. Crenshaw to recommend the approval of an agreement with Virtua at Work to provide Occupational & Employee Health Services as requested by the district, effective July 29, 2015 through to December 31, 2016. Services will be billed at a rate of \$73.55 or less based on type of service.
Roll Call Vote: 7 Ayes, 0 Nays, motion carried.

I certify that this is a true copy of the minutes from the Burlington Township Board of Education Meeting on July 29, 2015.


Robyn Hessberger
Asst. Business Administrator
Interim Board Secretary