



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

FINAL DECISION APPROVING
SETTLEMENT

OAL DKT. NO. EDS 02367-18

AGENCY DKT. NO. 2018-27450

K.W. ON BEHALF OF M.G.,

Petitioners,

v.

SALEM CITY BOARD OF EDUCATION,

Respondent.

Jamie Epstein, Esq. for petitioners

Corey E. Ahart, Esq., for respondent

Record Closed: April 17, 2018

Decided: April 20, 2018

BEFORE **JEFFREY R. WILSON, 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.

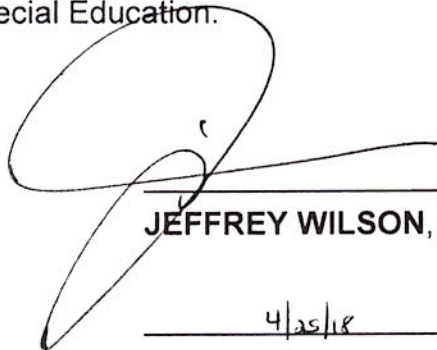
I have reviewed the terms of settlement and, I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the attached document and the attached Board Resolution.
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 (2017). If 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.

4-20-18
DATE



JEFFREY WILSON, ALJ

Date Received at Agency:

4/25/18

Date Mailed to Parties:

4/25/18

JRW/dm

APPENDIX

LIST OF EXHIBITS

Jointly Submitted:

- J-1 Settlement Agreement, placed on the record and received by the Office of Administrative Law on March 29, 2018
- J-2 Salem City Board of Education, March 28, 2018, Board Agenda (page 12)
- J-3 Salem City Board of Education Board Resolution, received by the Office of Administrative Law on April 17, 2018

Exhibit: J-1
Date: 5-29-18
I: ✓
E: ✓

JAMIE EPSTEIN, ATTORNEY AT LAW
17 Fleetwood Dr, Hamilton, NJ. 08690
Tel.: (856) 979-9925
Attorney for Petitioners

NEW JERSEY OFFICE OF ADMINISTRATIVE LAW

KW obo MG,

Plaintiffs, :

EDS 00046-18

AGENCY 2018-27370 & 27450

v.

SALEM CITY BOARD OF EDUCATION, :

Defendants. :

SETTLEMENT AGREEMENT

1. 1-1 AIDE: Any 1-1 aides assigned to MG shall have CPI and ABA training within 30 days of being assigned to MG. The Salem City Board of Education (Salem) shall provide KW with proof of any training(s) at the time of its completion;
2. COMP ED: Salem shall provide MG with compensatory education from a Certified Special Education Teacher for two one and half hour sessions per week for 52 weeks to be completed within one year. The sessions shall take place in MG's home. The compensatory education sessions shall commence within 30 days. The sessions shall be scheduled at days and times mutually convenient to the parties. There shall be an adult present during the sessions. The adult present shall sign off on the attendance sheet of the teacher at the conclusion of each session. The plan for the compensatory education shall be set forth by the IEP Team in MG's IEP. The Plan shall include a documentation system for keeping track of MG's performance and progress. Any session canceled by the BOE or due to MG's excused absence shall be rescheduled as soon as possible. Any session canceled by KW/MG for any other reason shall not be made up. MG waives his right to compensatory education for not receiving a Manifestation Determination (MD) prior to any suspensions he received since the Order and Decision of January 12, 2018 and the date of KW's signature to this agreement.
3. IEEs: Salem shall pay for the following Independent Educational Evaluations of MG: Ellen Topiel, MA. to perform a reading evaluation; Gaye Pieters, MA-SLP to perform a speech and


language evaluation; and Dr. Robertson Tucker to perform a child psychiatric evaluation. Additionally, if Dr Odri recommends the development of a behavior plan for MG, Salem shall pay for KW's selected professional to develop the behavior plan and train the staff in its implementation. The behavior plan, when completed, shall be incorporated into MG's IEP.

4. SUSPENSIONS; the parties stipulate and agree that because MG has been suspended over 10 days during the current school year, in the event MG exhibits conduct subject to discipline by suspension, Salem shall first conduct a 20 USC 1415(k)(1)(E) MD. If the MD finding is MG's conduct was not a manifestation of his disability(s), then Salem may only suspend MG if they file for Emergency Relief and have their proposed suspension approved by an Administrative Law Judge. Salem may remove MG to an alternative placement if he exhibits 20 USC 1415(k)(1)(G) conduct.

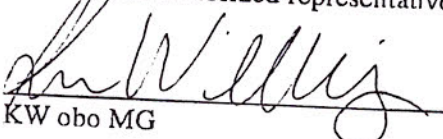
5. WAIVER: This agreement is limited to the settlement of only the administrative claims KW/MG brought in the 2018-27370 case and the 2018-27450 case before the New Jersey Office of Administrative Law.

6. APPROVAL: The BOE shall approve this settlement by resolution at its next regularly scheduled BOE Meeting and forward the written executed Agreement and Resolution for incorporation into the final order and decision of the NJOAL. The Settlement shall be finalized upon the placing of this Agreement upon the record before an ALJ.

THE UNDERSIGNED HEREBY AGREE TO THE INCORPORATION OF THE WITHIN SETTLEMENT AGREEMENT INTO THE FINAL DECISION AND ORDER OF THE NJOAL


Salem BOE authorized representative

dated: 2-26-18


KW obo MG

dated: 3-29-18



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

FINAL DECISION APPROVING
SETTLEMENT

OAL DKT. NO. EDS 01953-18

AGENCY DKT. NO. 2018-27370

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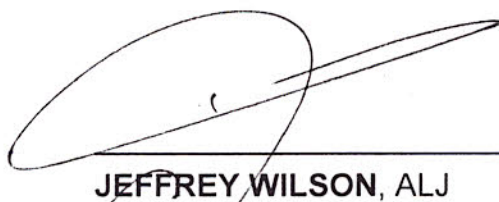
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JAMIE EPSTEIN, ATTORNEY AT LAW
17 Fleetwood Dr, Hamilton, NJ. 08690
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NEW JERSEY OFFICE OF ADMINISTRATIVE LAW

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Plaintiffs,	:	
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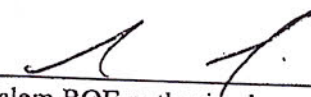
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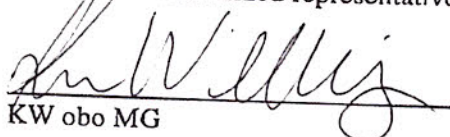
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Christiana Cinemark Theater Newark, DE VIP Rewards Trip	03/23/18 116 students	E: Mr. Allen, Ms. Bey , Various Faculty & Instructional Assistants, Ms. Laubengeyer 0 subs 4 buses - \$975.36 15-000-270-512-02-SMS
Citizens Bank Park Philadelphia, PA Weather Education Day	05/10/18 53 6 th Grade Students	Ms. Fericola, Ms. Graham, Ms. Lusby, Ms. Rufino, Ms. Skinner, Ms. Starn, Ms. Laubengeyer 0 subs 2 buses - \$444.32 15-000-270-512-02-SMS \$10 cost per student
Spirit of Philadelphia River tour and lunch buffet Philadelphia, PA	05/25/18 Approx. 72 students and adults \$40 cost to students (the dept. is actively pursuing the reduction of costs to students with fundraisers)	Ms. Tortella, Mr. Hughes, Ms. Owen, Ms. Ricker, Ms. Starn, Ms. Weigler, Mr. Pszwaro, Ms. Lusby, Ms. Miller, instructional aides, Ms. Williams, Ms. Fitzpatrick, Mr. Allen, Ms. Laubengeyer 0 subs 3 buses- \$666.48 15-000-270-512-02-SMS

2. Board to approve the Focus on Education After School Program students to participate in a trip to the Academy of Natural Sciences in Philadelphia, PA. The date of the trip will be Saturday, April 28, 2018, and the FOE staff will be chaperoning. The bus will leave at 9:00 am and return at 3:00 pm. The chaperones are Ms. DelRossi, Ms. Crowley, Ms. Pino, Ms. Reese, Ms. McDermott, Ms. Clour, Ms. Bey, Ms. Fericola, Mr. Lagakos, and Ms. Montgomery.
 Bus Transportation: Cost - \$900.00
 Account # 20-231-100-800F-02-SMS
 Admission and Lunch Cost: \$1,637.25
 Account #20-231-100-800F-02-SMS

Miscellaneous

Motion (/ Granted) Board to Approve: #4-B-9

1. Board to approve the settlement agreement regarding student #01250075.

x Robert Schmitt
 BOARD SECRETARY

Home Instruction: In/ Out of District/Residential

Motion (/) Board to Approve: #7-C-9

1. Board to approve the following students for home instruction:

Student ID	Health Care/Teacher	Costs (Prorated)	Dates	Account #
1625240425	Bankbridge Elementary	\$16,000.00+\$3,000.00 Out of County Fee	02/22/18- 06/30/18	11-000-100-566-00-BUS
01280005	Karen Pastor	\$32.00/hour 5 hours/week	03/23/18- 05/04/18	11-150-100-101-00-BUS
01270129	Betsy Tortella	\$32.00/hour 5 hours/week	03/12/18- TBD	11-150-100-101-00-BUS

Wilson, Jeffrey R.

From: COREY AHART <coreyahart@comcast.net>
Sent: Tuesday, April 17, 2018 7:19 AM
To: je; Wilson, Jeffrey R.
Subject: Re: MG: EDS 0193-18 EDS 02367-18
Attachments: Resolution.pdf

Judge Wilson:

Attached is the Resolution in the above matter.

COREY E. AHART, ESQUIRE
2617 Hadley Drive
Pennsauken, New Jersey 08109
856-786-6489 direct office line
609-332-5888 cell
856-324-9054 fax

On April 14, 2018 at 5:04 AM je <je@jamieepsteinlaw.com> wrote:

Judge Wilson;

Just a reminder, we still don't have a final decision because we still don't have the BOE Resolution.

JamieEpsteinLaw.com
Please provide any document(s) in PDF via email,
including all Court related documents.
Please do not send an additional paper copy.
A return receipt will be provided upon request.
(856) 979-9925

On 3/29/2018 5:39 AM, COREY AHART wrote:

Judge Wilson:

The School Board did vote to approve the settlement last night. I do not have a resolution yet, but I did have the Board Secretary sign the Agenda approving the settlement. I will provide the signed Agenda at the hearing today and I will provide a resolution once it is prepared. Thanks

COREY E. AHART, ESQUIRE
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