



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

DECISION APPROVING

SETTLEMENT

OAL DKT. NO. EDS 03648-18

AGENCY DKT. NO. 2018-27540

L.R. ON BEHALF OF J.R.,

Petitioner,

v.

**CAMDEN CITY BOARD OF
EDUCATION.**

Respondent.

Jamie Epstein, Esq., for petitioner

Kim Belin, Esq., for respondent (Florio, Perrucci, Steinhardt and Fader, LLC
attorneys)

Record Closed: June 1, 2018

Decided: June 7, 2018

BEFORE **JOHN R. FUTEY, ALJ** (Ret., on recall):

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**:

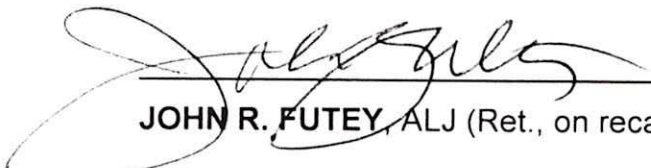
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the attached document. (J-1.) Kim Belin, Esq. advised that Board approval is not needed since the Superintendent, who represents the Board, signed the agreement. An email chain, whereby Mr. Paymon Rouhanifard approved the settlement agreement, was introduced into evidence as (J-2.) A resolution agreement addendum signed by both parties that corrects the Superior Court DKT NOs was received by the OAL on June 1, 2018, and marked as (J-3.)
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 (2016). 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 Programs.

June 7, 2018

DATE



JOHN R. FUTEY, ALJ (Ret., on recall)

Date Received at Agency:

6/7/18

Date Sent to Parties:

6.13.18

Attachment

vj

APPENDIX

Exhibit in Evidence

Jointly Submitted:

- J-1 Settlement Agreement, dated May 24, 2018
- J-2 Email chain
- J-3 Resolution Agreement Addendum, dated May 31, 2018

RESOLUTION AGREEMENT
L.R. o/b/o J.R v. NJOSEP & CAMDEN CITY SCHOOL DISTRICT
Agency Reference #2018-27540
EDS -3648-2018S

J-1
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5-24-18
JRP

WHEREAS, the student, J.R. is of compulsory school age and has been deemed eligible for special education and related services; and

WHEREAS, the Camden City School District (hereinafter "the District" or "Respondent") is the local educational authority with responsibility for providing a free appropriate public education ("FAPE") to J.R.; and

WHEREAS, a dispute arose between the parent of J.R. and the District (hereinafter "the Parties") regarding sending J.R.'s pupil records to the Yale School; and

WHEREAS, L.R., the parent of J.R., (hereinafter "Petitioner") filed a petition for due process dated February 9, 2018, to which the District filed an answer on February 20, 2018; and

WHEREAS, the District conducted a resolution meeting with the Petitioner pursuant to N.J.A.C. 6A:14-2.7(h) and the Parties negotiated in good faith concerning the issue of sending J.R.'s pupil records to the Yale School and have a desire to settle this matter in an amicable way; and

WHEREAS, the Respondent, New Jersey Department of Education/New Jersey Office of Special Education Programs has filed to answer the petition and failed to participate in the resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Parties hereby agree as follows:

1. The District has sent J.R.'s pupil records to the Yale School and Kingsway Learning Center – Moorestown Campus.
2. The Child Study Team ("CST") convened J.R.'s annual Individualized Education Plan ("IEP") meeting on March 15, 2018 where the option of an out-of-district placement was discussed.
3. The parties agree to an out-of-district placement for ~~L.R.~~ ^{JR} at Kingsway Learning Center – Moorestown Campus who has accepted her. ^{LJW}
4. Within 30 days of the New Jersey Office of Administrative Law incorporating this Agreement into a final decision and order, the District will provide Petitioners documents, if responsive, to the Open Public Records Act identified in the attached Exhibit A.

5. The District shall issue payment in full of \$18,500 to be held in Trust for three years for J.R. for the exclusive purpose of paying for compensatory educational services as identified by Judge Scarola in paragraph 4 of her October 18, 2017 decision. The Parties have agreed that the following conditions shall be implemented and observed in the administration of the Trust:
 - a. L.R. shall provide the District with an accounting of funds paid out of the Trust each month to the Director of Special Education by providing copies of bank statements for the Trust until such time that no funds remain in the Trust.
 - b. If the District reviews the accounting and believes an expense violates the terms and conditions of this Resolution Agreement, the District may bring an action for breach of fiduciary duty against L.R.
 - c. The District shall have no liability or responsibility for J.R.'s choices in providers or use of funds as they pertain to monies held in the Trust.
 - d. If J.R. dies and funds remain in the Trust, such remaining funds shall revert to the District.

6. Within sixty (60) days of the date of the District's formal approval of this Resolution Agreement, the District shall pay the law firm of Jamie Epstein the sum of Ninety-Five Thousand Dollars (\$95,000) for legal fees and costs and pay jointly to the law firms of Jamie Epstein and Walter Luers the total sum of Fifty-Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$59,999).

7. This Agreement upon being approved on the record by an Administrative Law Judge and incorporated into a final decision shall close the two cases of L.R. o/b/o J.R. v. Camden City School District (Agency Ref. No.: 2018-27540, EDS 03648-2018S and Agency Ref. No.: 2018-27722, EDS 05900-2018S) only as to the CAMDEN CITY SCHOOL DISTRICT. In addition, for the consideration herein, Petitioner agrees to waive any claims known and unknown she may have against the Respondent arising out of those cases and to withdraw its appeal against Respondent in the following cases:
 - a. J.R., A MINOR, INDIVIDUALLY AND BY HER PARENT, L.R. v. CAMDEN CITY BOARD OF EDUCATION, *et al.*, case number CV- 1:11-CV-05060-NLH-JS and
 - b. L.R. o/b/o J.R. v. CAMDEN CITY BOARD OF EDUCATION with an OAL Docket No. of EDS9727-14; and
 - c. CAMDEN CITY SCHOOL DISTRICT v. L.R. o/b/o J.R., case number: 1:18-CV-00652-RBK-AMD; and
 - d. L.R. o/b/o J.R. v. Camden City School District, CAM-L-5609-11, A-3032-14T2 and #080333, April 18, 2018.

8. The District agrees to withdraw its appeal against the Petitioner in "CAMDEN CITY SCHOOL DISTRICT v. L.R. o/b/o J.R.", case number: 1:18-CV-00652-RBK-AMD within five (5) days of both Parties signing this Resolution Agreement.
9. The foregoing shall constitute the full and complete settlement regarding any and all claims of whatsoever nature L.R. o/b/o J.R. knew or should have known that she may have against the District from the date of this agreement through the end of the 2017-18 school year, including any extended school year, if applicable regarding the cases described in paragraph seven above. As a material part of this Resolution Agreement, L.R., individually and on behalf of J.R, specifically releases and waives all rights and claims of whatsoever nature in relation to J.R.'s education, including, but not limited to any additional educational services or related services, for the consideration contained herein for the 2017-18 school year including any extended school year, if applicable to paragraph seven above. Nothing contained here shall constitute a waiver of any claims by either party against the Respondent, New Jersey Department of Education/New Jersey Office of Special Education Programs or their agents or employees.
10. This Resolution Agreement is made without any admissions or findings of liability or responsibility by any Party hereto.
11. The disclosure of this Resolution Agreement and all of terms are covered by all applicable state and federal laws.
12. Each Party shall be responsible for bearing the costs of their own attorney's fees and costs. It is further agreed that for the purposes of this Resolution Agreement, neither Party is considered the "prevailing party" for any purpose.
13. This Resolution Agreement represents the entire agreement between the Parties, superseding and rescinding all prior or contemporary agreements or understandings between the Parties, and will not be modified in whole or in part except by a mutual subsequent written and signed agreement. It is acknowledged that this Resolution Agreement has been entered into freely, willingly, and voluntarily, without duress or coercion, and with the opportunity to consult with counsel of each Party's choosing and option.
14. If any provision of this Resolution Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability will not affect any other provisions of this Resolution Agreement.

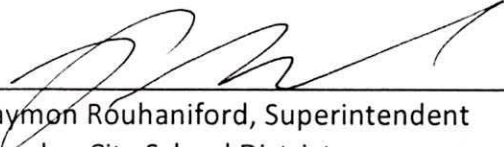
IN WITNESS WHEREOF, the Parties have signed this Resolution Agreement or caused their representatives to sign this Resolution Agreement on the dates set forth below.



Lee Robinson

5-24-2018

Date



Paymon Rouhaniford, Superintendent
Camden City School District

5/24/18

Date

EXHIBIT A

With the personal identification information of any students other than J.R. redacted:

1. As requested on May 15, 2014, Letters and emails sent or received by Jonathon Ogbonna since 3/2/12 to present which contains the term a.k.a. JR in the subject or body of the record ("Ogbonna Records")
2. As requested on May 22, 2014, (1) Letters, memos, correspondence and emails sent to or received by Clara West, Case Manager, since 7/1/12 to present which contains the term [J.R.] aka JR in the subject body or body of the record.



FLORIO
PERRUCCI
STEINHARDT &
CAPPELLI LLC

1010 Kings Hwy South, Building 2
Cherry Hill, NJ 08034

o 856.853.5530
f 856.354.8318

Kim C. Belin | Partner

856.853.5530 ext.1323
kbelin@floriolaw.com

RECEIVED
MAY 29, 2018
2018 MAY 30 A 11: 59
STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

VIA OVERNIGHT MAIL

The Honorable John R. Futey, ALJ
Office of Administrative Law
Quakerbridge Plaza, Bldg. 9
3444 Quakerbridge Road
Mercerville, NJ 08619

Re: L.R. o/b/o J.R. v. Camden City Board of Education
OAL Docket No.: EDS 05900-2018S
Agency Ref. No.: 2018-27540

Dear Judge Futey:

This office represents the Camden City School District ("CCSD") in the above-referenced matter. As you will recall, the parties in this case reached an agreement on May 24, 2018. Attached is the fully executed agreement for Your Honor's review. During the pre-hearing settlement conference, Your Honor will recall that the Superintendent of the CCSD sent in an email approving of the terms of the agreement. Within that string of emails was communication that falls within the attorney-client privilege exception and is exempt from public disclosure. I contacted opposing counsel, Jamie Epstein, and requested that this portion of the email be redacted, and he agreed.

Accordingly, Exhibit J-2 has been redacted to protect the attorney-client communication. In accordance with *N.J.A.C. 6A:3-1.13*, this agreement is submitted for Your Honor's approval in the form of a final decision.

Please feel free to contact me if you have any questions.

Respectfully submitted,

Kim C. Belin, Esquire

KCB:kjs

Attachment

cc Jamie Epstein, Esquire (via email)
Richard L. Goldstein, Esquire (via email)
Naeha Dean, Chief of Staff (via email)

*J-R
m
with
5-24-18
94*

Tonya Beaman

From: Naeha Dean
Sent: Thursday, May 24, 2018 10:06 AM
To: Tonya Beaman
Cc: Jill Trainor; kbelin@fpsflawfirm.com
Subject: Fw: Sending: L. Robinson-CCSD-Resolution Agreement-#2018-27540-Revised (00564469-2).docx

Tonya - could you please print the email chain below and fax it to 856-689-4075?

Thank you!

From: Paymon Rouhanifard
Sent: Thursday, May 24, 2018 10:05 AM
To: Naeha Dean; Kim Belin
Cc: Jill Trainor; Katrina McCombs
Subject: RE: Sending: L. Robinson-CCSD-Resolution Agreement-#2018-27540-Revised (00564469-2).docx

approved

From: Naeha Dean
Sent: Thursday, May 24, 2018 10:05 AM
To: Paymon Rouhanifard <prouhanifard@camden.k12.nj.us>; Kim Belin <kbelin@floriolaw.com>
Cc: Jill Trainor <jtrainor@camden.k12.nj.us>; Katrina McCombs <kmccombs@camden.k12.nj.us>
Subject: Re: Sending: L. Robinson-CCSD-Resolution Agreement-#2018-27540-Revised (00564469-2).docx

+ Katrina

Paymon -- Katrina and I just spoke with Kim and Jill. The revised settlement includes attorney's fees that are \$1,250 higher than previously anticipated; the fees would be paid by the insurance company. Our recommendation is to move forward with the revised settlement.

Please confirm your approval.

From: Paymon Rouhanifard
Sent: Wednesday, May 23, 2018 5:46 PM
To: Kim Belin
Cc: Naeha Dean; Jill Trainor
Subject: Re: Sending: L. Robinson-CCSD-Resolution Agreement-#2018-27540-Revised (00564469-2).docx

Approved.

On May 23, 2018, at 4:34 PM, Kim Belin <kbelin@floriolaw.com> wrote:

[Redacted content]

[REDACTED]

Thanks,

Kim C. Belin, Esq.

Florio, Perrucci, Steinhardt & Cappelli, LLC
1010 Kings Hwy South – Bldg 2
Cherry Hill, NJ 08034
(856) 853-5530 ext. 1323 (Main)
(856) 354-8318 (Facsimile)
www.floriolaw.com

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IRS CIRCULAR 230 DISCLOSURE: As required by U.S. Treasury Regulations governing tax practice, you are advised that any written tax advice contained herein was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding tax penalties that may be imposed under the Internal Revenue Code.

<L. Robinson-CCSD-Resolution Agreement-#2018-27540-Revised (00564469-2).docx>



**FLORIO
PERRUCCI
STEINHARDT &
CAPPELLI LLC**

Kim C. Belin | Partner

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Cherry Hill, NJ 08034

o 856.853.5530
f 856.354.8318

May 31, 2018

RECEIVED
2018 JUN - 1 P 12:39
STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

VIA OVERNIGHT MAIL

The Honorable John R. Futey, ALJ
Office of Administrative Law
Quakerbridge Plaza, Bldg. 9
3444 Quakerbridge Road
Mercerville, NJ 08619

Re: L.R. o/b/o J.R. v. NJOSEP and Camden City School District
Agency Ref No. 2018-27540
OAL Docket No. EDS 3648-2018S

Dear Judge Futey:

This office represents the Camden City School District (“District”) in the above-referenced matter. The Parties in this case reached a Resolution Agreement (“Agreement”) on May 24, 2018 which was forwarded to Your Honor on May 29, 2018. Please note that the OAL Docket Number on the May 29, 2018 letter should read OAL Docket No. EDS 3648-2018S.

The Agreement lists six (6) cases Petitioner filed against the District that have been resolved. However, it was brought to my attention that Paragraph 7d of the Agreement contained incorrect Superior Court and Appellate Division docket numbers for the case captioned: L.R., individually and on behalf of J.R., a minor v. Camden City Public School District, et al, currently on appeal to the New Jersey Supreme Court and bearing Supreme Court Docket No. 080333.

To ensure that the record in this matter is clear, I drafted the enclosed Addendum which identifies the correct Superior Court and Appellate Division docket numbers. This is the only change to the Agreement. I presented this to opposing counsel, Jamie Epstein, Esq., who provided a signature and directed me to submit this to Your Honor for approval. Accordingly, the fully executed Addendum is attached, and the Parties request that it is incorporated into the original Agreement.

The Honorable John R. Futey, ALJ
May 31, 2018
Page 2

Thank you for your assistance in helping the Parties reach this Agreement.

Respectfully submitted,



Kim C. Belin, Esquire

KCB:kjs
Enclosure

cc Jamie Epstein, Esquire (via email with attachment)
Richard L. Goldstein, Esquire (via email with attachment)
Walter Luers, Esquire (via email with attachment)
Katrina McCombs, Deputy Superintendent (via email with attachment)

**RESOLUTION AGREEMENT
ADDENDUM
L.R. o/b/o J.R. v. NJOSEP and Camden City School District
Agency Ref. #2018-27540
EDS-3648-2018S**

J 3
6-1-18
[Signature]
RECEIVED
2018 JUN - 1 12:34
STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

This Addendum is entered into by and between L.R. on behalf of J.R. the Camden City School District ("District")(each "Party", collectively "Parties").

The Parties have a written Resolution Agreement ("Agreement"), signed on May 24, 2018 under which the Parties agreed that to an out-of-district placement for J.R. and the District will fund a Trust to pay for compensatory educational services for L.R. In exchange for consideration detailed in paragraph 6 of the Agreement, L.R. o/b/o J.R. agreed to waive any claims known and unknown she may have against the District in six cases listed in paragraph 7 of the Agreement. The District also agreed to withdraw its current appeal against L.R.

Paragraph 7d of the Agreement contains incorrect Superior Court and Appellate Division docket numbers for the case captioned L.R., individually and on behalf of J.R., a minor v. Camden City Public School District et al., currently on appeal to the New Jersey Supreme Court and bearing Supreme Court Docket No. 080333, as referenced in the Agreement. This Addendum amends the Agreement to replace the Superior Court and Appellate Division docket numbers set forth in Paragraph 7d with CAM-L-2736-14 and A-3972-14. All other language within Paragraph 7d remains the same.

IN WITNESS WHEREOF, the Parties have signed this Addendum or caused their representatives to sign this Addendum on the dates set forth below.

J.A.R.

L.R.

5/30/18
Date

Katrina T. McCombs
Katrina McCombs,
Deputy Superintendent
Camden City School District

5/30/18
Date