



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

DECISION APPROVING
SETTLEMENT (EMERGENT)

C.D. ON BEHALF OF J.K.,

Petitioner,

v.

**MOUNT EPHRAIM BOARD OF
EDUCATION AND GLOUCESTER CITY
BOARD OF EDUCATION,**

Respondents.

OAL DKT. NO. EDS 17942-18

AGENCY DKT. NO. 2019-29166

Jamie Epstein, Esq., for petitioner

Patrick Carrigg, Esq., for respondent Mount Ephraim Board of Education (Lenox
Law Firm, attorneys)

Victoria S. Beck, Esq., for respondent Gloucester City Board of Education
(Parker McCay, P.A., attorneys)

Record Closed: December 19, 2018

Decided: December 20, 2018

BEFORE **MARY ANN BOGAN, 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 the emergent relief 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 the emergent relief 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.

December 20, 2018

DATE



MARY ANN BOGAN, ALJ

Date Received at Agency

December 20, 2018

Date Mailed to Parties:

/cb

J-1
12/19/18

JAMIE EPSTEIN, ESQ. - BAR ID. 008081990
17 Fleetwood Drive, Hamilton, New Jersey 08690
Telephone: 856.979.9925
Attorney for Petitioner

CD, individually and on behalf of JK,
Petitioner

New Jersey Department of Education
New Jersey Office of Administrative Law

v.

Agency Number: 2019-29166

Mount Ephraim Board of Education &
Gloucester City Board of Education,
Respondent

OAL Number: EDS-17942-18

SETTLEMENT AGREEMENT

WHEREAS, J.K. is a student residing within the Mt. Ephraim School District (hereinafter referred to as the "District"); and

WHEREAS, J.K. is currently eligible for special education and related services under the Individuals with Disabilities in Education Act (hereinafter referred to as the "IDEA 2004"); and

WHEREAS, C.D. o\b\o J.K. (hereinafter referred to as the "Parent") and District (hereinafter together referred to as the "the Parties") have had a dispute regarding J.K.'s educational services; and

WHEREAS, the Parties appeared before the Honorable Mary Ann Bogan, A.L.J. on Wednesday, December 19, 2018, and after having met to discuss the issues the Parties have agreed to resolve the issues with regard to the emergent relief application filed on Monday, December 17, 2018, as follows:

1. This Agreement to resolve the Emergent Relief Application is made without any admission of liability or responsibility by any Party hereto and shall not be construed as an admission by the Parties that any discipline, programs, placements, services and/or supports offered for J.K. were or were not appropriate in all respects.

2. In settlement of Petitioner's claim to invoke the protections of "stay put", the Parties agree JK shall be permitted to return to his current placement and program as identified in his 11/2/18 IEP on

11/2/19
01/02/19
JE PC

3. In settlement of Petitioner's claim for compensatory education related to the alleged 30 days missed from school due to absence prior to the date of this Agreement, Respondents shall provide JK with tutoring from a special education teacher which shall occur after school for two 2-hour sessions per week for 15 weeks for a total of 60 hours. Respondent Gloucester City Board of Education shall be responsible for the first eight weeks (two days per week for two hours) of this tutoring and Respondent Mt. Ephraim Board of Education shall be responsible for the final seven weeks of this tutoring.

4. The compensatory education described in paragraph 3 satisfies all of JK's claim for compensatory education related to JK's alleged loss of 30 days from school due to suspension during the 2018-19 school year occurring prior to the date of this Agreement.

5. The Petitioner shall meet and confer with Mt. Ephraim's case manager within 30 days to discuss potential out of district placements and shall execute a release of information request permitting the Respondent Mt. Ephraim to receive and release relevant medical and/or educational information for J.K. to potential out of district placements of the Petitioner's choosing and Petitioner shall select at least two of the out of district placements presented by Respondent. Said release shall be effective for 120 days. Respondent reserves all rights to seek an Order compelling Petitioner's consent for the release of records. To the extent that Petitioner presents Respondent with potential out of District placement options within 30 days, Respondents shall agree to send the records to at least two of those options.

6. Petitioner does not waive any stay put rights and her agreement to sign a release of records does not in any way signify her agreement to J.K.'s placement in any of schools the records are sent to.

7. Respondent's agreement to send records to potential placements identified by Petitioner does not in any way signify agreement to J.K.'s placement in any of those schools presented by Petitioner.

8. Respondents shall provide complete copies of J.K.'s educational records to Petitioner on or before January 4, 2019.

9. Respondent Mt. Ephraim Board of Education shall pay Jamie Epstein, Attorney at Law, a total sum of \$5,000.00 within 30 days of the date of this agreement in satisfaction of JK's attorney's fees and costs incurred for the Request for Emergency Relief only. Said fee shall be paid by Respondent Mt. Ephraim Board of Education and Respondent Gloucester City Board of Education shall make arrangements to reimburse Respondent Mt. Ephraim in the amount of \$1250.00.

10. The parties do not waive any civil claims arising from the request for emergency relief.

11. The parties do not waive any administrative ~~or civil~~ claims arising from the pending petition, except for those claims specifically referenced herein. *28 PC NR*

12. The Parties expressly agree and understand that the above agreement does not waive any of the claims or defenses raised in the underlying due process petition. The parties agree and understand this agreement resolves only the issues raised in the emergent relief petition. The parties retain the right to bring an enforcement action relative to the terms of this agreement, should either party not abide by the terms stated herein.

13. The Parties acknowledge ^zthey have read and understand the terms of this Agreement, that they have had the opportunity to have the Agreement reviewed by counsel, and that they are entering into this Agreement knowingly, freely, voluntarily, without coercion and not under the influence of anything or anyone.

14. Each party representative represents they have authority to enter into this Agreement.

15. This Agreement shall be interpreted, enforced, and governed under the laws of the State of New Jersey. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

16. This Agreement may only be amended in writing by way of a document signed by all Parties.

17. This agreement shall be incorporated into a final enforceable administrative decision.

The undersigned agree to
both the form and content
of the within Order:


For Respondent Mt. Ephraim BOE


Patrick Carrigg, Esquire


dated: 12/19/18


Laura Vinello

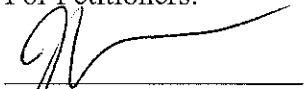
For Respondent Gloucester City BOE


Victoria Beck, Esquire


Dated: 12/19/18


A.K. Francis

For Petitioners:


Jamie Epstein, Esquire

Dated: 12/19/18


Cheryl DiPadova

dated: 12/19/18