



**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

**FINAL DECISION**

**APPROVING SETTLEMENT**

OAL DKT. NO. EDS 01237-22

AGENCY DKT. NO. 2022-33900

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

Petitioner,

v.

**MAINLAND REGIONAL BOARD OF**

**EDUCATION,**

Respondent,

AND

**MAINLAND REGIONAL BOARD**

**OF EDUCATION,**

Petitioner,

v.

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

Respondent.

OAL DKT. NO. EDS 01881-22

AGENCY DKT. NO. 2022-33975

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**Jamie Epstein, Esq.,** for petitioner/respondent, D.K. on behalf of J.K.

**Brett E.J. Gorman, Esq.,** for respondent/petitioner, Mainland Regional Board of  
Education, (Parker McCay, P.A., attorneys)

Record Closed: June 22, 2022

Decided: June 23, 2022

BEFORE **JEFFREY R. WILSON, ALJ:**

These cases, consolidated by order, entered June 2, 2022, arise under the Individuals with Disabilities Education Act, 20 U.S.C. §§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 documents.
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. § 1415(i)(1)(A) and 34 C.F.R. § 300.514 (2022). 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.



June 23, 2022  
DATE

\_\_\_\_\_  
JEFFREY R. WILSON, ALJ

Date Received at Agency:

\_\_\_\_\_  
(copy via email 6/23/22)

Date Sent to Parties:

\_\_\_\_\_  
6/29/2022

JRW/tat

**APPENDIX**

**LIST OF EXHIBITS**

**Jointly Submitted:**

- J-1 Settlement Agreement and Board Resolution received by the Office of Administrative Law via email on June 22, 2021.



The District is not responsible for the creation, administration or distribution of the Trust Account with its sole responsibility being the issuance of payment to Petitioners.

2. The District will pay in full for the following independent evaluations for J.K.:

- a.i.a. Functional Behavioral
- a.i.b. Neuro-psychological
- a.i.c. Vocational
- a.i.d. Assistive Technology
- a.i.e. Psychiatric
- a.i.f. Occupational Therapy

3. The District will expunge all references to the January 13, 2022 disciplinary incident, manifestation determination, and 45-day removal from J.K.'s records.

4. The District will reimburse Petitioners the sum of \$25,000 towards Petitioner's attorney's fees and costs. This payment shall be made payable to the Jamie Epstein Attorney Trust Account within fifteen (15) days of the approval of the Agreement by the Office of Administrative Law.

5. In consideration of the above, D.K., individually and on behalf of J.K., and J.K. hereby fully and completely releases the District, its members, officers, administrators, agents, servants, employees, or assigns from any and all claims they have or may have accrued against the District; and the District hereby fully and completely releases Petitioner from any and all claims they have or may have had against Petitioners; under any law, regulation, or legal theory, and including, without limitation, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794(a), §705(8), the Family Education Rights and Privacy Act, 20 U.S.C. §1232g, *et seq.*, 29 U.S.C. §794(a), 42 U.S.C. §1983, 42 U.S.C. §1988, 29 U.S.C. §705(20), the Individuals with Disabilities in Education Act ("IDEA"), 20 U.S.C. §1400, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. 12132, *et seq.*, the Rehabilitation Act of 1973, 20 U.S.C. §7801, Title II of the Americans with Disabilities Act, 42 U.S.C. §12132, *et seq.*, N.J.A.C. 6A:14-1.1, *et seq.*, N.J.A.C. 6A:14-3.7, Title VII of the Civil Rights Act of 1964, 42



U.S.C. §2000, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. §621, *et seq.*, all as amended, any statutes of New Jersey including but not limited to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.*, or any other claims which have been or could have been asserted by the parties against each other, in any forum arising out of or connected with J.K.'s education by the District, including but not limited to, claims for attorney's and other professional fees and costs, reimbursement related to any unilateral and/or out-of-district placement for J.K., whether known or unknown, or to the extent permitted by applicable law. The Parties further agree by way of specific example, but without limitation, to waive their right to institute any actions against the District such as, administrative actions, civil actions, complaint investigations, or OCR investigations. The effective date of this waiver is as follows: as to Petitioners as of the date they execute this agreement and as to Respondents as of the date the Respondents by Board Resolution approves this Agreement.

6. The Parties have reached this compromise to avoid the expense, inconvenience, and potential acrimony of a due process hearing and civil litigation. It is understood that the execution of this Agreement does not constitute an admission by the District.

7. This Agreement contains the entire Agreement and understanding between D.K. and the District and constitutes a full and final Agreement on any and all issues. This Agreement shall be governed by the laws of the State of New Jersey.

8. The Parties have entered into this Agreement freely and voluntarily with a full understanding of their rights and the contents of this Agreement. The Parties acknowledge that they had the opportunity to consult with legal counsel or a representative of their choice and that they reviewed this Agreement in detail with their counsel or representative and fully understand its requirements and limitations. The Agreement shall take effect upon the approval by the Board by its Resolution, the approval of the Agreement of the ALJ on the record and the incorporation of the Agreement into the final decision of the ALJ.

9. This Agreement represents the compromise of disputed claims and shall never be treated as an admission of liability by either party for any purposes whatsoever. This Agreement cannot be construed or interpreted as an admission on the part of the District that it has failed to provide J.K. with a free and appropriate public education for the relevant time period or any other period of time.

10. The "WHEREAS" clauses of this Agreement are provided merely for background purposes, and it is expressly understood that such clauses are not material terms and conditions of this Agreement and shall carry no legal force and effect.

11. Petitioners acknowledge that they 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.

12. No party shall be deemed a "prevailing party" as a result of this agreement.

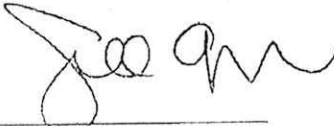
13. The Parents agree that the terms of this Agreement shall remain strictly confidential to the fullest extent permitted by law, and they shall not share or communicate the terms of same with any other individual, unless enforcement of same is sought by either party in a court of law. The parties further agree, in the event anyone other than the parties is to be given access to this Agreement, that paragraph 3 shall first be redacted in its entirety because otherwise it is likely to cause Petitioner(s) to be identified.

14. 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.

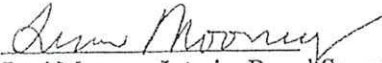
15. If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal or in violation of any Federal or State law, the remainder of the Agreement shall not be

affected by such a ruling and shall remain in full force and effect. This Agreement may only be amended in writing by way of a document signed by all Parties.

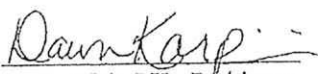
IN WITNESS HEREOF, the Parties have set their hands this 13<sup>th</sup> day of June 2022.

BY:   
Jill Ojserkis, President  
Mainland Regional Board of Education

DATED: 6/13/22

BY:   
LISA Lori Mooney, Interim Board Secretary  
Mainland Regional Board of Education

DATED: 6/13/22

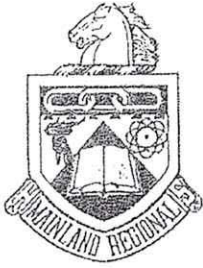
BY:   
D.K., o/b/o J.K., Petitioner

DATED: 4/29/22

BY:   
J.K., Petitioner

DATED: 4/29/22





# MAINLAND REGIONAL HIGH SCHOOL

1301 Oak Avenue  
Linwood, New Jersey 08221-1698  
[www.mainlandregional.net](http://www.mainlandregional.net)  
Phone (609) 927-4151 Fax (609) 927-1942



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*Mark C. Marrone*  
*Chief School Administrator*

*Kim Robinson*  
*Business Administrator*

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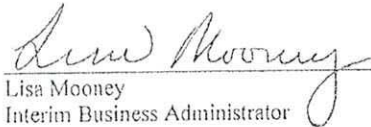
June 22, 2022

To Whom It May Concern:

I certify that the following is a true and correct copy of a motion approved by the Mainland Regional High School Board of Education at the Regular Board of Education Meeting of June 13, 2022:

14.5 Motion to approve the attached Resolution #2022 of the Board of Education of the Mainland Regional School District authorizing settlement and mutual release in the matter of D.K. O/B/O J.K.

Mr. Patel moved the motion, seconded by Ms. Moscony.  
Roll call vote was unanimous. Ayes (6)

  
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Lisa Mooney  
Interim Business Administrator

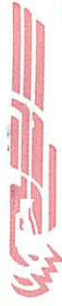
6-13-22  
Date

STATE OF NEW JERSEY  
OFFICE OF ADMINISTRATIVE LAW  
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TRENTON, NJ 08625-0049

Jamie Epstein, Esq.  
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17 Fleetwood Drive  
Hamilton, NJ 08690



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