



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

DECISION APPROVING
SETTLEMENT

OAL DKT. NOS. EDS 848-13 AND EDS
3070-13

AGENCY DKT. NOS. 2013 19101 AND
2013 19370

C.G. AND R.G. ON BEHALF OF C.G.,

Petitioners,

v.

**WINSLOW TOWNSHIP
BOARD OF EDUCATION,**

Respondent.

and

**WINSLOW TOWNSHIP BOARD OF
EDUCATION,**

Petitioner,

v.

C.G. AND R.G. ON BEHALF OF C.G.,

Respondent.

Jamie Epstein, Esq., for petitioners and respondents C.G. and R.G. on behalf of
C.G.

Audra Pondish, Esq., for petitioner and respondent Winslow Township Board of Education (Wade, Long, Wood & Kennedy, attorneys)

Cherie Adams, Esq., for petitioner and respondent Winslow Township Board of Education (Adams, Stern, Gutierrez & Lattiboudere, LLC, attorneys)

Record Closed: August 30, 2013

Decided: September 5, 2013

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 matters and have entered into a Settlement Agreement on August 28, 2013, as set forth in the attached Settlement Agreement. (J-1).

Also, attached is a Resolution from the Winslow Township Board of Education approving of the Settlement Agreement on August 28, 2013. (J-2).

In addition, on June 3, 2013, the parties entered in a partial settlement that shall remain in effect and is not displaced or altered by the terms of the August 28, 2013, Settlement Agreement, which is also attached along with the June 3, 2013, Consent Order, the May 22, 2013, Winslow Township Board of Education Resolution approval of the Partial Settlement Agreement and the Decision Approving Partial Settlement that I signed on June 3, 2013. (J-3).

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 August 28, 2013, Settlement Agreement.


2. The Winslow Township Board of Education approved the Settlement Agreement at its meeting on August 28, 2013, as evidenced by its Resolution.
3. The settlement fully disposes of all issues in controversy between them regarding the two matters referenced above 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 (2010). 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.

September 5, 2013

DATE



JOHN F. RUSSO, JR., ALJ

Date Mailed to Parties:

Attachments

/bdt

9/9/13

APPENDIX

EXHIBITS

JOINT:

- J-1 August 28, 2013, Settlement Agreement
- J-2 August 28, 2013, Winslow Township Board of Education Resolution approving of the Settlement Agreement
- J-3 June 3, 2013, Consent Order, May 22, 2013, Winslow Township Board of Education Resolution approving of the Partial Settlement Agreement and the Decision Approving Partial Settlement entered on June 3, 2013. (J-3).

J-1

ADAMS STERN GUTIERREZ & LATTIBOUDERE,LLC
1037 Raymond Boulevard, Suite 900
Newark, NJ 07102
(973) 735-2742
Attorneys for Winslow Township Board of Education

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2013 AUG 30 P 2:10

STATE OF NEW JERSEY
OFFICE OF ADMIN LAW

C.E.G & R.G, individually and o/b/o
C.G.B., a minor

Petitioners:

v.

Winslow Township Bd of Education,
Respondent:

Office of Administrative Law
Transmitted from
New Jersey Dept. of Education
ADMINISTRATIVE ACTION

Docket No. 2013-19101

EOS-0848-13

Winslow Township Bd of Education,
Petitioners:

v.
C.E.G & R.G, individually and o/b/o
C.G.B., a minor,
Respondent:

Office of Administrative Law
Transmitted from
New Jersey Dept. of Education
ADMINISTRATIVE ACTION

Docket No. 2013-19370

EOS-3070-13
SETTLEMENT AGREEMENT

The parties to the above matter agree to the following terms in full and final resolution of the above petitions.

1. The parties agree, for the 2013-14 school year and ESY 2014, C.B.G shall be placed at the Yale School - Medford (subject to its acceptance of C.B.G). Winslow shall also provide transportation. Winslow agrees to send any records and complete any forms required by Yale - Medford by 8/21/13. In that Winslow does not recommend the placement at Yale - Medford, Petitioners agree to waive their right to claim the Yale - Medford placement for the 2013-14 and ESY 2014 is inappropriate. Petitioners otherwise retain all other rights they may have under applicable law.

2. Winslow agrees C.B.G. is eligible for special education and related services under the category of Multiply Disabled.

3. Between August 30 and September 6, 2013, Winslow shall convene an IEP meeting designating Yale - Medford as his placement. Winslow agrees to have Dr. Leech attend or participate in the initial IEP meeting at Winslow's expense. At least 48 hours prior to the IEP meeting, Winslow shall provide Dr. Leech with all records to be reviewed at the IEP Meeting, including, but not limited to the IEP form. The IEP shall also include the services and the accommodations of C.B.G.'s current 504 Plan.

4. Subject to the availability of the selected independent evaluators, Winslow agrees to facilitate and cooperate with the following evaluations of C.B.G.: educational, school psychological, functional behavioral, speech language and occupational therapy. The evaluators are requested to complete their evaluations no later than 11/18/13. Winslow agrees to forward payment authorizations to each evaluator within three business days of receipt of written notice from the parents of their selection along with the evaluator's resume and cost estimate. The District agrees to pay each evaluator within 30 days of receiving their report and final invoice. This Agreement constitutes consent by the Parents to said evaluations and a evaluation planning meeting is not required. These evaluations shall be conducted at Winslow's expense by appropriately credentialed evaluators selected by the Parents.

5. Within 30 days of approval of this Agreement, upon submission of proof of payment by the Parents, Winslow shall reimburse the Parents up to \$3,000.00 towards privately obtained educational services/evaluation(s) for C.B.G. after November 18, 2010. The parents shall retain any tax liability in connection with said payments.

6. Petitioners are seeking attorney's and expert's fees and costs in connection with this matter. The settlement of that claim is not a part of this Agreement and shall be the subject of separate negotiations. Parents' counsel agrees to submit an invoice in support of the request for attorney's and expert's fees and costs by September 20, 2013. If there is no resolution of this issue by October 20, 2013, the parents and their counsel retain the right to seek said fees and costs through the Courts and Winslow retains the right to defend against said application.

7. With the exception of the fees and costs referenced in paragraph 6, this Agreement resolves all claims that were or would be made by all parties in connection with the above due process petitions. Parents specifically waive and release the Winslow Township Board of Education from any and all other claims for damages, compensatory education, evaluations or other expenses, and/or other claims under the IDELA (20 U.S.C. § 1400 et seq), Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq), the Civil Rights Act of 1966 (42 U.S.C. § 1981 et seq) or any other state or federal law or regulation, regardless of the forum. Parents specifically retain the right to seek reimbursement for attorney's and expert's fees and expenses under IDEA and §504. Any party found in violation of this Agreement in an enforcement proceeding shall be liable for the other parties' reasonable attorney's fees, expert's fees and costs and statutory interest.

8. This Agreement is made without any admission of liability.

9. This Agreement constitutes the full and complete agreement of the parties and is binding upon all parties and their successors in interest. The parties have had the

opportunity to discuss the terms with legal counsel and enter into it voluntary with full understanding of its meaning.

10. This Agreement shall be subject to approval of the Winslow Township Board of Education.

11. The parties agree that this agreement shall be incorporated into a final enforceable decision and the parties further agree they are required to comply with its terms and conditions.

FOR WINSLOW TOWNSHIP BOARD OF EDUCATION



By Dr. Robert Riccardi,
Director Special Services

8/19/13
Dated:



By Patricia Davis,
Winslow Board President

8/28/13
Dated:



C.E.G., Parent

8/20/13
Date



R.G., Parent

8/20/13
Date



Winslow Township School District

40 Coopers Folly Road, Atco, NJ 08004
(856) 767-2850 x7510

J-2

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Tyra McCoy-Boyle
Business Administrator/Board Secretary

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STATE OF NEW JERSEY
OFFICE OF ADMIN LAW

H. Major Poteat, Ed.D.
Superintendent

Settlement Agreement

A motion was made by Mr. Gidwani, seconded by Ms. Peterson to approve the following Settlement Agreement with the Winslow Township Board of Education:

1. C.E.G. & R.G. o/b/o C.G.B

<i>Roll Call:</i>			
Ms. Brown	Yes	Ms. Sturdivant	Yes
Mr. Gidwani	Yes	Ms. Watkins	Yes
Ms. Masciocchi	Yes	Ms. Dredden	Yes
Ms. Peterson	Yes	Ms. Davis	Yes
Ms. Pitts	Yes		
Motion Carried			

This is to certify that the above is a true copy of the motion adopted by the Board of Education of Winslow Township at the regular session Board Meeting held on Wednesday, August 28, 2013.

Tyra McCoy-Boyle, Business Administrator/Board Secretary

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STATE OF NEW JERSEY
OFFICE OF ADMIN LAW

J-3

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

C.E.G. & R.G., individually and o/b/o
C.G.B., a minor
Petitioners:
v.
Winslow Township Bd of Education,
Respondent:

Office of Administrative Law
Transmitted from
New Jersey Dept. of Education
ADMINISTRATIVE ACTION
Docket No. 2013-19101

Winslow Township Bd of Education,
Petitioners:
v.
C.E.G. & R.G., individually and o/b/o
C.G.B., a minor,
Respondent:

Office of Administrative Law
Transmitted from
New Jersey Dept. of Education
ADMINISTRATIVE ACTION
Docket No. 2013-19370

CONSENT ORDER

IT HAVING BEEN REPORTED TO THIS COURT, ON THE RECORD, ON 4/26/13,
BY COUNSEL, Jamie Epstein, Esquire for CBG, et.al., and Andrea Pondish and Cherie Adams,
Esquire for Winslow, that the parties have entered into a partial settlement and this Court finding
the partial settlement is voluntary, consistent with the law and fully dispositive of the issue which
is part of the controversy;

IT IS ON THIS 3RD DAY OF June, 2013 SO ORDERED;

1. This partial settlement shall only take effect upon its approval by Winslow at its next regularly scheduled Board Meeting.
2. Winslow shall provide CBG the 1/15/13 504 Plan and the services of Additional Accommodations ¶1 at the start of the 2013-14 school year.

3. The 1/15/13 504 Plan alone shall take effect as soon as possible after ¶ 1 of this Consent Order takes effect.

4. The said 504 Plan and Additional Accommodations ¶ I services may be modified but only with the consent of both parties.

5. Petitioners' prospective claim for a 504 Plan is settled.


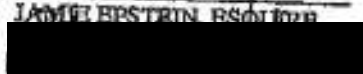

6. Petitioners' claim for compensatory education for lack of a 504 Plan is now limited to from two years prior to the filing of the Petition to the date the provisions of ¶ I takes effect.

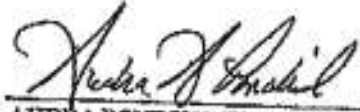
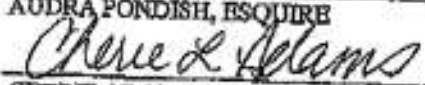

7. This partial settlement does not effect the Parties' other claims, including, but not limited to, CBG's special education claims.

8. This partial settlement shall be incorporated into an enforceable final decision.


HON. JOHN RUSSO, ALJ

The undersigned hereby consent to both the form and content of the within Order;


JAMES EPSTEIN, ESQUIRE

C.E.G., PETITIONER

R.G., PETITIONER


AUDRA PONDISH, ESQUIRE

CHERIE ADAMS, ESQUIRE

PATRICIA DAVIS, BOARD PRESIDENT



Winslow Township School District

40 Coopers Folly Road, Atco, NJ 08004
(856) 767-2850 x7510

H. Major Poteat, Ed.D.
Superintendent

Tyra McCoy-Boyle
Business Administrator/Board Secretary

Settlement Agreement

A motion was made by Ms. Dredden, seconded by Ms. Watkins to approve the Settlement Agreement between the Winslow Township Board of Education and C.E.G and R.G. o/b/o C.G.B.

Roll Call:

Ms. Brown	Yes	Ms. Sturdivant	Yes
Mr. Gidwani	Yes	Ms. Watkins	Yes
Ms. Masciocchi	Yes	Ms. Dredden	Yes
Ms. Peterson	Yes	Ms. Davis	Yes
Ms. Pitts	Yes		

Motion Carried

This is to certify that the above is a true copy of the motion adopted by the Board of Education of Winslow Township at the regular session Board Meeting on May 22, 2013.

Tyra McCoy-Boyle, Business Administrator/Board Secretary



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

DECISION APPROVING

PARTIAL SETTLEMENT

OAL DKT. NO. EDS 848-13

AGENCY DKT. NOS. 2013 19101

C.G. AND R.G. ON BEHALF OF C.G.,

Petitioners,

v.

WINSLOW TOWNSHIP BOARD OF

EDUCATION,

Respondent

Jamie Epstein, Esq., for petitioners

Cherie L. Adams, Esq., for respondent (Adams, Stern, Gutierrez & Lattiboudere, LLC, attorneys)

Audra Pondish, Esq., for respondent (Wade, Long, Wood & Kennedy, attorneys)

Decided: June 3, 2013

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 a partial settlement in this matter which is evidenced by a Consent Order signed by the parties and the undersigned on June 3, 2013. Specifically, the parties have settled the petitioners' prospective claim for a 504 Plan only. The petitioners' compensatory education claim is

OAL DKT. NO. EDS 848-13

now limited to the time period beginning two years prior to filing of the Due Process Petition and continuing to June 3, 2013. The partial settlement does not affect the parties' other claims, including petitioner's special education claims. Attached to this decision are copies of the June 3, 2013, Consent Order and the Winslow Township Board of Education resolution approving the partial settlement.

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

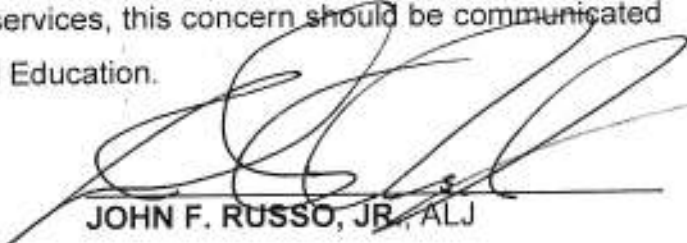
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the June 3, 2013, Consent Order and the Winslow Township Board of Education resolution approving the partial settlement. (see attachments).

2. This settlement does not settle the entire case. The parties have settled the petitioners' prospective claim for a 504 Plan only. The petitioners' compensatory education claim is now limited to the time period beginning two years prior to filing of the Due Process Petition and continuing up to June 3, 2013. The partial settlement does not affect the parties' other claims, including petitioners' special education claims, as well as the respondent's Due Process Petition in a companion case to compel evaluations.

Therefore, I **ORDER** that the parties comply with the settlement terms.

This decision is final pursuant to 20 U.S.C.A. § 1415(i)(1)(A) and 34 C.F.R. § 300.514 (2010). 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 3, 2013
DATE


JOHN F. RUSSO, JR., ALJ

Date Mailed to Parties:

June 7, 2013

/bdt
Attachments