



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

**DECISION APPROVING**

**SETTLEMENT**

**L.O. and L.P., ON BEHALF OF J.P.-O.,**  
Petitioners,

OAL DKT. NO. EDS 00897-13  
AGENCY DKT. NO. 2013-19155

v.

**STATE-OPERATED SCHOOL**  
**DISTRICT OF THE CITY OF NEWARK,**  
Respondent.

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**Michael I. Inzelbuch, Esq.,** for petitioners L.O. and L.P. on behalf of J.P.-O.  
(Michael I. Inzelbuch, attorney)

**Janelle Edwards-Stewart,** Associate Corporate Counsel, for respondent City of  
Newark (Charlotte Hitchcock, Corporate Counsel, attorneys)

Record Closed: August 19, 2013

Decided: August 22, 2013

BEFORE GAIL M. COOKSON, ALJ:

**STATEMENT OF THE CASE AND PROCEDURAL HISTORY**

On December 18, 2012, petitioners L.O. and L.P. filed a Due Process Petition on behalf of their seven-year-old son J.P.-O. with the Office of Special Education Programs (OSEP), seeking relief and a hearing against the respondent State Operated School District of the City of Newark (District) on a claim for student records, independent

evaluations, appropriate placement and related services, compensatory education, and reimbursement on behalf of their son. Petitioners claim that the District has failed to provide a Fair and Appropriate Public Education (FAPE), 20 U.S.C.A. § 1412, for J.P.-O. as a classified student on the Autism Spectrum, entitled to services under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C.A. §§ 1400 to 1419.

The Office of Special Education Programs (OSEP) transmitted the petition to the Office of Administrative Law (OAL) on January 18, 2013. Case management conferences were convened at the OAL either telephonically or in-person over multiple dates. Plenary hearings were scheduled by the Clerk to commence on or about January 28, 2013, but were adjourned in order to allow the parties an opportunity to comply with my Standing Case Management Order and to engage in further discovery and prehearing preparations. Numerous hearing dates were scheduled, some of which were adjourned at the request of either or both parties, with hearings actually commencing on June 24 and 26, 2013, with continuing dates scheduled for August and October.

Subsequent to the first group of hearing dates, counsel submitted a fully-executed Stipulation of Settlement and requested an adjournment of the remaining hearing dates as well as entry of this final Order.

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 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 (2012). 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.

August 22, 2013

\_\_\_\_\_  
DATE

Attachment

  
\_\_\_\_\_  
GAIL M. COOKSON, ALJ

Date Mailed to Parties: \_\_\_\_\_

id

Attachment

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L.P. and L.O. a/s/o J. P.O.,  
 Petitioners,  
 vs.  
 STATE-OPERATED SCHOOL  
 DISTRICT OF THE CITY OF  
 NEWARK,  
 Respondent.

OFFICE OF ADMINISTRATIVE LAW

OAL DKT. No. EDS 00897-13  
Agency Ref. Nos. 2012-18283;  
2013-19155

SETTLEMENT AGREEMENT

The Respondent, State-operated School District of the City of Newark (the "District"), with its principal place of business at 2 Cedar Street, Newark, New Jersey 07102 and Petitioners, [redacted] ("L.P.") and [redacted] ("L.O.") on behalf of their minor child ("J. P.O."), who Petitioners represent to reside at [redacted] hereby agree as follows:

INITIALS  
 [Handwritten initials and signatures for each of the four parties]

1. The District shall facilitate J. P.O.'s placement at New Beginnings School or another parent selected out-of-district placement for the 2013-14 school year, provided that J. P.O. is granted admission. The District shall bear responsibility for the cost of J. P.O.'s tuition and arrange for him to receive appropriate transportation. The District shall not bear responsibility for any supplemental instruction or other service not previously specified in J. P.O.'s IEP.

2. The District shall reimburse Petitioners up to \$24,000 (twenty-four thousand dollars) in supportable legal fees and up to \$11,000 (eleven thousand dollars) in expert fees as evidenced by invoice(s). Total financial payment shall be made to Michael J. Trzaskowski, Attorney Trust Account by 9/20/13 provided same is received by 8/25/13.

3. The District shall reimburse Petitioners the cost of J. P.O.'s tuition (not transportation) in connection with his participation in the extended school year program at New Beginnings School for the summer of 2013. Total financial payment shall be made within 30 calendar days of the District's receipt of an invoice and proof of payment or obligation to render payment.

4. The parties agree that J. P.O.'s educational program, services, and placement shall be reviewed annually, and any modification(s) to these must be made in accordance with applicable federal and state laws and regulations. Stay put shall be at New Beginnings.

\* NJAOS approved placement  
 Also - cost can't exceed New Beginnings Page 1, para 3  
 For 2012-13 school year JPO has been accepted and will attend New Beginnings unless otherwise decided by courts (see below)

~~CONFIDENTIAL~~ [Signature]

3. In exchange for the above, Petitioners agree to immediately withdraw, with prejudice, their due process petitions filed under Agency Ref. Nos. 2012-17980, 2012-18163, 2012-18283, 2013-19155 and 2014-20089 and OAL Docket No. EDS 00897-13, in addition to any and all complaint investigations, alleged abuse investigations, and/or any other matter(s) brought against the District in any and all forums.

~~CONFIDENTIAL~~ [Signature]

4. Petitioners hereby waive their right to any and all claims in any and all forums regarding the provision of a free and appropriate public education to J. P.O., including but not limited to compensatory education, attorney's fees, and costs of any kind not specified herein prior to the date of this signed agreement.

~~CONFIDENTIAL~~ [Signature]

7. Petitioners acknowledge that this Agreement fully resolves any and all causes of action and claims arising prior to the date of this signed instrument that may otherwise exist against the District, its officials, officers, employees, agents, and attorneys, including claims for compensatory education and punitive damages, attorney's fees, or other fees and costs, whether such claims arise under the Individuals with Disabilities Education Act and the 1997 and 2004 Amendments thereto, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and any regulations promulgated under any of the aforementioned laws, 42 U.S.C. § 1983, or any other State or Federal law, statute, rule or regulation.

~~CONFIDENTIAL~~ [Signature]

Petitioners acknowledge that they have been represented by legal counsel throughout the negotiation of this Agreement; they have discussed the contents of this Agreement at length with their legal counsel; they fully understand the requirements and limitations of this instrument; and they are fully satisfied with the representation provided to them by their legal counsel.

~~CONFIDENTIAL~~ [Signature]

Petitioners acknowledge that they are signing this Agreement freely and voluntarily, without duress or coercion.

~~CONFIDENTIAL~~ [Signature]

This Agreement shall be construed fairly, according to the plain language of its terms.

~~CONFIDENTIAL~~ [Signature]

This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of fact, law, responsibility, wrongdoing or liability on the part of the District and shall not be referred to in any subsequent proceeding by any party, other than to enforce the express terms of this instrument.

~~CONFIDENTIAL~~ [Signature]

This Agreement constitutes the full and complete agreement of the parties hereto with respect to its subject matter and supersedes any prior or

~~CONFIDENTIAL~~ [Signature]

*[Handwritten signature]*

contemporaneous representations, whether oral or written, and may not be modified or amended except by a written instrument signed by all parties hereto.

13. See below  
*[Handwritten signature]*

Dated: 8/18/13

Dated: 8/18/13

*[Redacted signature area]*  
Petitioner

Dated: 8/19/13

*[Handwritten signature]*  
DR. LAUREN KATZMAN  
Assistant to the Superintendent for  
Special Education  
Newark Public Schools

13. Should New Beginnings not be available or should the parents select another NJDOE approved placement for J.P.O. the district shall render payment for same and appropriate transportation provided the cost does not exceed the then current cost of New Beginnings. If for whatever reason the cost does exceed same parents can supplement or file for process.

*[Handwritten signature]*

*[Redacted signature area]*