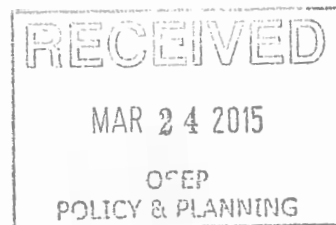


**NEW JERSEY DEPARTMENT OF EDUCATION
PARENTAL REQUEST FOR ENFORCEMENT OF DECISION ISSUED
BY THE OFFICE OF ADMINISTRATIVE LAW**



Date: March 16, 2015

To: **Peggy McDonald, Director**
Office of Special Education Programs
NJ Department of Education
P.O. Box 500
Trenton, NJ 08625-0500

Relationship to Student(s): (Check One)
 Parent/Guardian Attorney
 Advocate

From: Darsi Beauchamp, Ph.D.
(Name of person submitting the request)

Address: 150-152 Speedwell Ave.
Morristown, NJ 07960

Phone: (973) 400 - 9794 Fax: (973) 695 - 1465 Email address: advocacy@advancedlearningddb.net

Please note: the Office of Special Education (OSEP) must have a copy of the ALJ's decision before any action can be taken with respect to a request for enforcement.

Is a copy of the final decision (or Order) issued by the Administrative Law Judge (ALJ) included with this request? Yes No If not, is a copy being sent by separate mailing? Yes No

What is the date of the ALJ's decision? October 6, 2014

Subsequent to issuance of the decision, have the parties reached any agreements that modify the decision or the terms of the Order? Yes No (If yes, explain below)

5

Docket #EDS-09376-2014N

Agency Reference # 2015-21439

Note: If any part of the decision is modified by subsequent agreement of the parties, enforcement may not be sought with respect to that part of the decision.

When was the action that you are seeking to enforce directed to occur? Within 30 days of the agreement

Note: A request for enforcement must be made to the OSEP no later than the 90th calendar day from the date that the action directed in the hearing decision that is the subject of the enforcement was required to have occurred. If your request is untimely, the OSEP will not enforce the request.

Are you currently involved in, or have you recently requested, mediation or a due process hearing?
 Yes No but not on this subject

If you *have* recently requested mediation or a due process hearing, what is the subject of the disagreement?

It is not the same as this agreement we are attempting to enforce.

Briefly state the specific provision (identify the page and paragraph) of the decision that you assert the education agency has failed to implement.

The settlement agreement indicates that the parties have agreed to: "MW shall be placed in district, unless the parties
have agreed to an alternative appropriate placement for MW."

"In the interim, the district shall send MW's student records to our-of-district placements selected by both the district and
the petitioner. (Approx. 5)." (SEE Exhibit 1 and 2)

Upon receipt of a request for enforcement, the OSEP will forward a copy of the request to the district for response and, if appropriate, the opportunity to resolve the request with the parent. If the matter is not timely and satisfactorily resolved by the parties, however, the district will be directed to submit to the OSEP evidence of compliance, whereupon, the OSEP will determine the implementation of the decision. If it is determined that the district has failed to implement the decision, or part of the decision, the OSEP shall order the district to implement the decision or part of the decision, as appropriate.


Signature: 
(Person(s) Submitting Request)

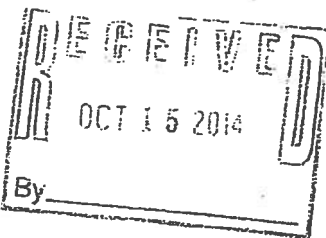
EXHIBIT 1



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW
33 Washington Street
Newark, NJ 07102
(973) 648-6008

**A copy of the administrative law
judge's decision is enclosed.**

**This decision was mailed to the parties
on OCT - 7 2014**





State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

DECISION APPROVING

SETTLEMENT

OAL DKT. NO. EDS 09376-14

AGENCY DKT. NO. 2015-21439

M.W. on behalf of M.W.,

Petitioners,

v.

GARFIELD BOARD OF EDUCATION,

Respondent.

Darsi D. Beauchamp, Parent Advocate, for petitioner pursuant to N.J.A.C. 1:1-5.4(a)7

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

Record Closed: October 6, 2014

Decided: October 6, 2014

BEFORE JEFFREY A. GERSON, 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 as set forth in the attached document.

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

1. The parties have voluntarily agreed to the settlement as evidenced by the signatures of the parties or their representatives.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

I **CONCLUDE** that the agreement meets the safeguard requirements of N.J.A.C. 1:1-19.1 and, accordingly, I approve the settlement and **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. § 300.510 (2000) and is appealable by filing a complaint and bringing a civil action either in the Superior Court of New Jersey or in a district court of the United States. 20 U.S.C.A. § 1415(i)(2), 34 C.F.R. § 300.512 (2000). If either party feels that this decision is not being fully implemented, this concern should be communicated in writing to the Director, Office of Special Education Programs.

October 6, 2014

DATE

sej



JEFFREY A. GERSON, ALJ

MW obo MW,
Petitioners

v.

Garfield Bd. of Education,
Respondent

Agency Ref. Number :
2015 - 21439


OAL Docket Number :

EDS 09376 - 2014 N


1. Dr. Michele Havens shall conduct an observation of the programs at both LCEC and Garfield. The District shall be financially responsible for the observation by Dr. Havens.
2. Dr. Barbara Guredelli shall conduct a functional neurodevelopmental evaluation of M.W. at District expense. This will include an observation of M.W.
3. The parties agree to be bound to Dr. Havens' report concerning the appropriateness of LCEC for M.W. If Dr. Havens opines that LCEC is an appropriate program for M.W., the District agrees to continue M.W.'s placement at LCEC. Should Dr. Havens opine that LCEC is inappropriate for M.W., ~~the parties agree that M.W. shall be placed in-District, unless the parties have agreed to an alternative appropriate placement for M.W.~~ the parties agree that stay put will be LCEC for one month, and then M.W. shall ~~return to~~ be placed in-District, unless the parties have agreed to an alternative appropriate placement for M.W.
4. In the interim, the District shall send M.W.'s student records to out-of-district placements selected by both the District and the Petitioner. ~~the~~ (approx 5)
5. This Agreement fully resolves all claims that were made or could have been made in the Petition through the date of this agreement, and resolves this matter.

6. In the event of any future litigation, ~~the~~ stay put will be defined as follows:
- (a) If Dr. Havens determines that Garfield has an appropriate program, the Garfield program will be the stay put as of one month after her report is received in the event the parties do not agree upon an alternative placement.
 - (b) If Dr. Havens determines that neither LCEC nor Garfield have an appropriate program, stay put shall be at LCEC until an appropriate alternate placement is secured.
7. The only exception to paragraph 6 would be if an alternate stay put is ordered by a ~~the~~ Judge.

Garfield Board of Education


By: Beth Tecchio, Director

Dated: Oct. 6, 2014


Pentoner, M.W.

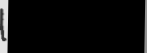

M  w 

EXHIBIT 2



Darsi Beauchamp, Ph.D. <dbeauch95@gmail.com>

LIST OF SCHOOLS TO SEND RECORDS AS PER AGREEMENT

1 message

Darsi Beauchamp, Ph.D. <dbeauch95[REDACTED]>

Tue, Oct 28, 2014 at 3:26 PM

To: Beth Tecchio <btechio@gboe.org>, Cherie Adams <cadams@asglaw.com>

Dear Beth and Cherie:

Below please find the list of schools the mother chose to send the records to as per the agreement.

Thank you,

Darsi

ROBERT L. CRAIG ELEMENTARY SCHOOL, MOONACHE, NJ-20 WEST PARK STREET.
CALAIS SCHOOL
ECLC HOHOKUS OR CHATHAM
MATHENY SCHOOL
NEW BEGINNINGS-FAIRFIELD
JARDINE ACADEMY-CRANFORD
DAVID GREGORY SCHOOL
DERON SCHOOL-UNION

—
Darsi D. Beauchamp, Ph.D.

150-152 Speedwell Ave.
Jackson Suite, 2nd Fl.
Morristown, NJ 07960
T (973) 656-3116 (Direct)
Receptionist English and Spanish: (973) 971-0082
C (973) 400-9794
F (973) 695-1465

Website: drdarsibeauchamp.com

Serving Morris, Bergen, Essex, Union, Hudson, Passaic, Warren, Middlesex, Monmouth, Ocean, Somerset, Hunterdon, and Sussex Counties

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Cherie Adams <cadams@asglaw.com>

Wed, Oct 29, 2014 at 9:43 AM

To: "Darsi Beauchamp, Ph.D." <dbeauch95[REDACTED]>
Cc: Beth Tecchio <bteccio@gboe.org>

The District agrees to send records to Robert Craig, Calais, ECLC, New Beginnings and David Gregory

Cherie L. Adams, Esq.

On Oct 28, 2014, at 3:26 PM, "Darsi Beauchamp, Ph.D." <dbeauch95[REDACTED]> wrote:

Dear Beth and Cherie:

Below please find the list of schools the mother chose to send the records to as per the agreement.

Thank you,

Darsi

ROBERT L. CRAIG ELEMENTARY SCHOOL, MOONACHE, NJ-20 WEST PARK STREET.
CALAIS SCHOOL
ECLC HOHOKUS OR CHATHAM
MATHENY SCHOOL
NEW BEGINNINGS-FAIRFIELD
JARDINE ACADEMY-CRANFORD
DAVID GREGORY SCHOOL
DERON SCHOOL-UNIO

—
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Dr. Darsi Beauchamp <dbeauch95[REDACTED]>
To: Cherie Adams <cadams@asgllaw.com>
Cc: Beth Tecchio <bteccio@gboe.org>

Wed, Oct 29, 2014 at 10:02 AM

Ok. Thanks.

Sent from Dr. Beauchamp's iPhone

www.drdarsibeauchamp.com

Our survival depends on the healing power of love, intimacy and relationships. As individuals, as communities, as a country, as a culture, perhaps even as a species. Dean Omish

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