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OFFICE OF SPECIAL EDUCATION  
BUREAU OF POLICY & PLANNING

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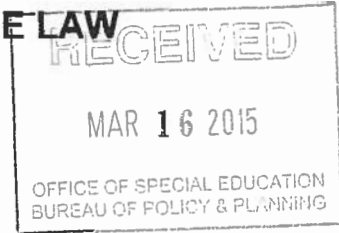
ED

TO: Peggy McDonald

FROM: M

FROM:

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



Date: March 15, 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: A [redacted] M [redacted] V [redacted] and D [redacted] V [redacted]  
(Name of person submitting the request)

Address: [redacted]

Hasbrouck Heights, NJ 07604

Phone: [redacted] Fax: ( ) [redacted]-[redacted] Email address: [redacted]

*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? 10.27.14

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)

MV would be provided Orton Gillingham 1:1 5x a week during Reading period.

*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? November 3, 2014

*Note: A request for enforcement must be made to the OSEP no later than the 90<sup>th</sup> 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 X No

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

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

Our agreement was Orton Gillingham 1:1 5x a week during Reading period. In MV's IEP there were reading Goals and Objectives. The district removed MV's Reading G&O from MV's IEP sometime in December 2014. They were removed without my permission.

MV's IEP start date was 11.3.14 thru 4.29.15. The district was following Goals and Objectives for Writing, Occupational Therapy, and Reading. The district has since removed the Writing, OT, and Reading Goals and Objectives without a written consent.


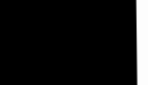







The district states, per our conference settlement agreement, the Reading Goals and Objective were to be removed. This is not correct and they are out of compliance for removing the Goals and Objectives. Orton Gillingham is merely the modality being used to address MV's reading deficits so can attain the Goals and Objectives.

We have repeatedly asked the district to reinstate all Goals and Objectives. Those requests have been rejected, we believe in violation of the court agreement and IEP. We can provide you with the any documentation needed to demonstrate that we have been trying to resolve this matter before filing the enforcement of our agreement with OSEP.

Another related issue is the district was required to hold an IEP Settlement Conference. Per the HHBOE attorney, Ms. Clarke, stated under oath, the participants of that meeting are to be: Case Manager, Parents, Special Education Teacher, Regular Education Teacher and the Certified Orton Gillingham Train personnel.

For various reasons (illness, etc.) the IEP Settlement Conference has had to be postponed and rescheduled. Now, we are being told that an administrator, like the Principal or the Asst. Superintendent, must be in attendance. This is in direct violation of the court order and the promises made by the district's attorney under oath. We have felt intimidated and harassed by these personnel throughout this process, and wish to have the composition of participants remain as prescribed in the Settlement Agreement.

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:     (Mom)  
(Person(s) Submitting Request)  (dad)  
    


Rec'd 11/7/14



*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 October 31, 2014**

MACHADO LAW GROUP  
Clark Parkway Plaza  
136 Central Avenue, 2<sup>nd</sup> Floor  
Clark, New Jersey 07066  
Tel: 732-540-8276  
Fax: 732-540-8296  
Attorneys for Hasbrouck Heights Board of Education

_____	:	STATE OF NEW JERSEY
A.M. o/b/o M.V..	:	OFFICE OF ADMINISTRATIVE LAW
	:	Agency Ref. No.: 2015-21636
	:	Docket No. EDS 12139-2014N
	:	
Petitioners,	:	
	:	
vs.	:	
	:	
HASBROUCK HEIGHTS	:	
BOARD OF EDUCATION	:	
	:	
_____	:	
Respondent,	:	

**STIPULATION OF SETTLEMENT AND RELEASE**

THIS AGREEMENT entered into this 27 day of Oct. 2014 by and between the Hasbrouck Heights Board of Education ("Board" or "District") and A.M. o/b/o M.V.

**WITNESSETH:**

WHEREAS, A.M. o/b/o M.V. (Petitioner), resides in Hasbrouck Heights, New Jersey; and

WHEREAS, the Hasbrouck Heights Board of Education ("District") is the local educational authority with the responsibility of providing a free, appropriate public education to M.V.; and

WHEREAS, a dispute exists with regard to M.V.'s Individualized Education Program for the 2014-2015 school year;

WHEREAS, Petitioner filed the instant Request for Due Process (Agency Ref. No. 2015-21636) on or about August 18, 2014; and

WHEREAS, the Parties are desirous of arriving at an amicable resolution to their dispute;

- 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.

October 29, 2014  
DATE



Date Received at Agency:

Date Mailed to Parties:

jb



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

**FINAL DECISION**

**APPROVING SETTLEMENT**

OAL DKT. NO. EDS 12139-14

AGENCY DKT. NO. 2015 21636

**A.M. ON BEHALF OF M.V.,**

Petitioner,

v.

**HASBROUCK HEIGHTS BOARD  
OF EDUCATION,**

Respondent.

---

A.M., petitioner, pro se

Paula Clark, Esq., for respondent (Machado Law Group, attorneys)

Record Closed: October 27, 2014

Decided: October 29, 2014

BEFORE MARGARET M. MONACO, 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 terms of settlement and I **FIND:**

*New Jersey Is an Equal Opportunity Employer*



NOW, THEREFORE, in consideration of the following valuable consideration, it is hereby agreed by and between the Parties as follows:

1. The Parties wish to settle the due process petition in its entirety by means of a compromise and in consideration of Petitioner signing this Release and Settlement Agreement and executing the attached proposed Individualized Education Program (IEP).
2. The Parties have reached this compromise to avoid the expense, inconvenience, and potential acrimony of a due process hearing.
3. The District agrees to implement the attached IEP as of its effective date and to provide M.V. an Ipad, keyboard and case.
4. The District also agrees to provide individual Orton Gillingham 1:1 Services shall be provided five times per week for one class period (43 minutes) for M.V. as outlined in the attached IEP.
5. This Agreement shall be governed by the laws of the State of New Jersey.
6. 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.
7. This Agreement shall remain confidential and Petitioner shall not disclose its form or contents to third parties, except as allowed for enforcement purposes.
8. This Agreement may not be altered, amended or modified except by writing, signed and duly authorized by all parties.
9. It is expressly acknowledged and agreed that neither Party is the prevailing party for any purpose, including attorneys' fees, costs, consultants, expert witness fees and/or costs of evaluation.
10. 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 the Agreement in detail with their counsel or representative and fully understand its requirements and limitations.
11. This Agreement contains the entire Agreement and understanding between the Parties and constitutes a full and final settlement relating to the litigation referenced herein, including OAL Docket No. EDS 12139-2014 N/Agency Ref. No. 2015-21636 and New Jersey Office of Special Education (NJ OSEP) Complaint No. C2014-4950. The Petitioner agrees to withdraw NJ OSEP Complaint No. C2014-4950.

3cc  
M.V.

times per week during the reading period.  
by Orton Gillingham Provider.

M.V.

A follow up IEP conference will be held on February 9, 2015 at 10 am. The parents, the case manager for M.V., M.V.'s regular education and special education teachers and the Orton-Gillingham

M.V.

12. It is expressly understood and agreed that this agreement is made in order to avoid a dispute by and between the Parties. This Agreement shall not be asserted or construed to be an admission of liability on either party's part.

13. 's Agreement is subject to ratification by the Hasbrouck Heights Board of Education after receipt of a signed Agreement from Petitioners.

*P. Clark*

*M.A. Anv.*

A.M. o/b/o M.V.,

*[Redacted signature]*

A.M., Mother

*[Handwritten signature]*

Dated: 10-27-14

ON BEHALF OF HASBROUCK HEIGHTS BOARD OF EDUCATION

*Dr. Matthew Helfant 10/27/14*

~~Lillian Romano, Board President~~

HASBROUCK HEIGHTS BOARD OF EDUCATION

*[Handwritten signature]*  
Assistant Superintendent

Dated: 10/27/14