

## **Final Settlement Agreement - M.F. & O.O. v. Irvington Board of Education**

The parties agree:

(1) Petitioner O.O. shall be immediately provided by the Irvington Board of Education with temporary home instruction to begin the week of Monday, December 19, 2005. Such instruction shall be for a minimum of 10 hours per week and shall be in accordance with the Core Curriculum Content Standards and all other governing regulatory and statutory requirements. Home instruction shall continue until the appropriate program and placement for the petitioner O.O. has been determined, and he has been placed in that setting, pursuant to the assessment(s) and plan(s) described in (2) and (3) below. Petitioner O.O. shall make himself accessible to the instructor in accordance with the agreed-to schedule throughout the duration of the home instruction.

(2) On or before January 15, 2006, the Irvington Board of Education shall conduct an assessment of petitioner O.O.'s eligibility for special education and related services, pursuant to N.J.A.C. 6A:14-3.4, and conduct an eligibility meeting, pursuant to N.J.A.C. 6A:14-3.5; 6A:14-2.3(i). If the Eligibility Team determines that petitioner O.O. is in fact eligible for special education services, an IEP conference shall be held as soon as possible, but no later than 10 days from the completion of this assessment, and an IEP shall be prepared in collaboration with petitioners M.F. and O.O. In addition to special education and related services, the IEP developed for petitioner O.O. at this conference shall include provisions for all of the required and needed educational and educationally-related programs and services to which petitioner O.O. is entitled under the Abbott v. Burke rulings and implementing regulations, as well as any programs and services required by N.J.A.C. 6A:16-8.1; 16-8.2.

(3) In the event that petitioner O.O. is determined not to be eligible for special education services, the Irvington Board of Education shall, on or before January 31, 2006, complete an assessment by a multidisciplinary Intervention and Referral Team, see N.J.A.C. 6A:16-8.1, of his academic, behavioral, social and health needs, and shall provide a written report of the assessment to petitioners M.F. and O.O. and petitioners' counsel. Based on this assessment, the parties shall meet and collaboratively prepare, on or before February 15, 2006, an educational plan for petitioner O.O. that includes: (1) recommendations for petitioner O.O.'s placement in the traditional or alternative high school program that best fits his needs, upon compliance with the requirements of procedural due process and fundamental fairness, or parental consent; (2) provisions for all of the educational and educationally-related programs and services, to which petitioner O.O. is entitled under the Abbott v. Burke rulings and implementing regulations, as well as governing New Jersey regulation (e.g. N.J.A.C. 6A:16-1.1; 16-8.1; 16-8.2; 16-9.2), that are required and needed to address petitioner O.O.'s academic, behavioral, social, and health needs; and (3) goals and measurable benchmarks to insure that petitioner O.O. has a meaningful opportunity to earn a high school diploma in a timely manner. Thereafter, this educational plan should be reviewed at least annually for effectiveness by the multidisciplinary Intervention and Referral Team and petitioners M.F. and O.O., and modified as appropriate, as provided by N.J.A.C. 6A:16-8.2.

(4) Upon completion of the IEP, or in the alternative, of the educational plan, and agreement of the parties, the Board of Education of Irvington shall immediately

implement the plan. Once the plan is implemented, petitioner O.O. shall agree to abide by all attendance and disciplinary regulations applicable to all students.

(5) If, despite reasonable efforts by both parties, petitioner O.O. has not met graduation requirements by age 20 (if he is not special-education eligible) or age by 21 (if he is eligible for special education services), the Irvington Board of Education shall continue to provide him with all of the required and necessary educational and educationally-related programs and services set forth in the IEP or educational plan developed in accordance with (2) or (3) above until his 21<sup>st</sup> birthday (if he is not special-education eligible), or until his 22<sup>nd</sup> birthday (if he is eligible for special education services), as needed.

(6) The Irvington Supervisor of Guidance will contact St. Mary's High School in Jersey City and obtain an official transcript for petitioner O.O., and the Irvington Board of Education will then apply any valid credits to O.O.'s Irvington transcript.

The foregoing agreement does not waive petitioners' right to enforce compliance with any of the above provisions in accordance with this agreement, or any of the district's defenses.

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Marie Francois (Petitioner)

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Date

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Ogu Osias (Petitioner)

\_\_\_\_\_  
Date

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Koren L. Bell, Esq., pursuant to R. 1:21-3(c)  
Education Law Center  
Attorney for Petitioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elizabeth Athos, Esq.  
Education Law Center  
Attorney for Petitioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Irvington Board of Education  
(Respondent)

\_\_\_\_\_  
Date

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Ronald Hunt, Esquire  
Hunt, Hamlin & Ridley  
Attorney for Respondent Board

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Date