



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

**FINAL DECISION**

OAL DKT. NO. EDS 20205-25

AGENCY DKT. NO. 2026-40082

**P.B. AND J.B. ON BEHALF OF A.B.,**

Petitioners,

v.

**BERNARDS TOWNSHIP BOARD OF EDUCATION,**

Respondent

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**P.B.**, pro se

**Cherie L. Adams**, Esq., for respondent (Adams, Lattiboudere, Croot & Herman, LLC, attorneys)

Record Closed: January 15, 2026

Decided: January 21, 2026

BEFORE **SARAH G. CROWLEY**, ALJ:

**STATEMENT OF THE CASE AND PROCEDURAL HISTORY**

Petitioner A.B. is a sixteen-year-old student who is eligible for special education services in Bernards Township. Pursuant to an agreement entered into by and between the parties on August 23, 2021, which was a result of a due process proceeding, the district agreed to make contributions towards A.B.'s out of district program until he was twenty-one years old. A.B. had been unilaterally placed in Celebrate the Children (CTC)

by the parents, and pursuant to a settlement agreement. A decision approving the agreement was executed whereby the district agreed to pay a portion of the tuition, leaving parents responsible for the remaining portion.

Consistent with the Settlement, the district paid the sum of \$75,000 each year for the tuition and provided transportation for A.B. In June 2025, CTC terminated A.B. from the program due to the parents' failure to pay costs that exceeded \$75,000. The district convened a child study team and drafted an IEP. The parents executed the new IEP and A.B. returned to a program in district in October 2025.

The parents filed a due process petition seeking to have the district pay additional fees beyond that which was agreed to in the final decision approving settlement in August 2021. The matter was transmitted to the undersigned by the Office of Special Education Services on December 9, 2025. The respondent filed a motion for summary decision seeking to have this matter dismissed. Opposition was filed by the petitioner, and a reply from the district. After oral argument via Zoom on January 15, 2026, the record closed.

### **LEGAL ARGUMENT AND CONCLUSION**

A motion for summary decision should be granted where there is no genuine issue as to any material fact and the moving party is entitled to prevail as a matter of law. N.J.A.C. 1:1-12.5(b). The same standard is applied in the courts of this State pursuant to R. 4:46-2. Summary judgment "is designed to provide a prompt, businesslike and inexpensive method" to dispose of actions that do not present any genuine issue of material fact. Judson v. Peoples Bank & Trust Co. of Westfield, 17 N.J. 67, 74 (1954). The movant must show that there is no genuine issue of material fact, and all inferences of doubt are drawn against the movant. Id. at 74–75.

In determining whether there exists a genuine issue as to a material fact, the judge must "consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party in consideration of the applicable evidentiary standard, are sufficient to permit a rational fact-finder to resolve the alleged disputed issue in favor of the non-moving party." Brill v. Guardian Life Ins. Co. of Am.,

142 N.J. 520, 523 (1995). The issue in this case is whether the petitioners should be able to renegotiate the settlement agreement entered into in August 2021, and have the district obligated to pay additional funds for the unilateral placement at CTC. The petitioner has not alleged fraud or misrepresentation. The petitioner was represented by counsel when they executed the agreement. And, finally, the district has paid \$75,000 a year towards the tuition of petitioner, consistent with the terms of the agreement since its execution in 2021.

The petitioners file this due process petition, not on the grounds that the petitioner is not being provided with FAPE but in an effort to renegotiate the terms of the 2021 settlement due to their own personal financial situation. They signed a new IEP, and the petitioner returned to the district in October 2025 due to the termination of the out-of-district placement due to the parent's failure to pay their portion of the fees. The district did not breach the terms of their agreement, and CTC terminated petitioner's attendance not the district. The district promptly organized a child study team and prepared an IEP for the petitioner to return to district. The petitioners allege no legal grounds to seek to have the district pay additional fees and do not allege a denial of FAPE.

Accordingly, I **CONCLUDE** that the respondent's motion for summary decision is **GRANTED**, and this matter is dismissed.

This decision is final pursuant to 20 U.S.C. § 1415(i)(1)(A) and 34 C.F.R. § 300.514 (2025) and is appealable by filing a complaint and bringing a civil action either in the Law Division of the Superior Court of New Jersey or in a district court of the United States. 20 U.S.C. § 1415(i)(2); 34 C.F.R. § 300.516 (2025). 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.

January 21, 2026  
\_\_\_\_\_  
DATE

  
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**SARAH G. CROWLEY, ALJ**

Date Received at Agency: \_\_\_\_\_

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

SGC/onl/gd