State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

ORDER DENYING EMERGENCY RELIEF

C.H. ON BEHALF OF O.A.,
Petitioner,
v.
EVESHAM TOWNSHIP BOARD OF EDUCATION AND Y.A.L.E. SCHOOL, CHERRY HILL,
Respondents,

and

EVESHAM TOWNSHIP BOARD OF EDUCATION,
Petitioner,
v.
C.H. ON BEHALF OF O.A.,
Respondent.

OAL DKT. NO. EDS 18181-25
AGENCY DKT. NO. 2026-39855

OAL DKT. NO. EDS 21338-25
AGENCY DKT. NO. 2026-40161

C.H., pro se, for petitioner-respondent

Amy Houck-Elco, Esq., for respondent-petitioner Evesham Township Board of Education (Cooper Levenson, P.A. attorneys)

Jade M. Moustakas, Esq. for respondent Y.A.L.E. School, Inc.

Record Closed: December 23, 2025 Decided: February 20, 2026

BEFORE **KIMBERLEY M. WILSON**, ALJ:

STATEMENT OF THE CASE

C.H. on behalf of O.A. seeks emergent relief to maintain O.A.'s current out-of-district educational placement at respondent Y.A.L.E. School, Cherry Hill (Yale School). Yale School requires C.H. and O.A. to sign and return certain emergent contact forms, along with a behavioral contract to address O.A.'s past disruptive behavior. The question is whether Yale School's requirement that C.H. complete and return these forms constitutes a change of placement in violation of the "stay-put" provisions in the Individuals with Disabilities Education Act, 20 U.S.C. § 1400, et seq. (IDEA) I find that it does not.

PROCEDURAL HISTORY

On or around October 9, 2025, C.H. filed a petitioner for a due process hearing with the New Jersey Department of Education, Office of Special Education (OSE). The matter was transmitted to the Office of Administrative Law (OAL), where it was filed as a contested case on November 10, 2025 (EDS 18181-25). N.J.S.A. 52:14B-1 to -15; N.J.S.A. 52:14F-1 to -13.

On or around November 24, 2025, C.H. filed a request for emergent relief with OSE in EDS 18181-25. A status conference was scheduled for November 25, 2025, to address the underlying due process petition and the request for emergent relief. Counsel for respondent-petitioner Evesham Township Board of Education (Board) and Yale School were permitted to file opposition to the motion on or before December 9, 2025, and oral argument was heard on December 23, 2025.

On or around December 17, 2025, the Board filed a petition for due process relief with the OSE. The matter was transmitted to the OAL (OAL), where it was filed as a contested case on December 18, 2025 (EDS 21338-25). N.J.S.A. 52:14B-1 to -15;

N.J.S.A. 52:14F-1 to -13. An Order of Consolidation for EDS 18181-25 and EDS 21338-25 was entered on January 8, 2025.

FACTUAL DISCUSSION AND FINDINGS

O.A. is a sixth-grade student who resides in Evesham Township. Bland Cert. at ¶ 3. O.A. has been classified as other health impaired due to diagnoses of attention deficit hyperactivity disorder, unspecified mood disorder, unspecified anxiety disorder and sensory integration symptoms. Ibid. O.A. began attending Yale School in Cherry Hill, an out-of-district placement, on or around July 7, 2025, as an extended school year placement. Id. at ¶ 4; Monaco Cert. at ¶ 10. O.A. continued attending Yale School for the 2025-2026 school year. Monaco Cert. at ¶ 9.

On or around October 9, 2025, at 9:25 a.m. in her gym class, O.A. made instigative comments to a classmate, and when Yale School staff redirected both students, O.A. got on a bike and rode the bike into a parking lot and nearby road. Monaco Cert. at Ex. C, 21-22. Yale School staff prevented O.A. from leaving Yale School property, and O.A. was physically aggressive with staff, eventually riding the bike back to a school field. Ibid. When gym class ended, O.A. refused to get off the bike and threw her helmet. Ibid. After several minutes of noncompliance, O.A. got off the bike and walked to the back of the school field. Ibid. Yale School staff directed O.A. to go inside of the building, and she refused. Ibid. O.A. walked around the perimeter of the building and into the parking lot. Ibid. After about an hour, O.A. walked into the building. Ibid.

When O.A. entered the building, she attempted to pull a fire alarm and attempted to elope, both of which Yale School staff averted. Monaco Cert. at Ex. C, 23-24. O.A. engaged in physical aggression towards staff. Ibid. Once O.A. entered 220, she began destroying property in the room. Ibid. At a certain point, O.A. began eating a snack, and she requested water, which staff brought to her. Ibid. O.A. threw the water and the cup at the staff member. Ibid. She engaged in physical aggression and yelled at staff, and because of her unsafe behavior, staff directed O.A. to walk with them to an alternate location for the next class period. Ibid. O.A. continued to yell at staff for several minutes until she transitioned to the alternate location. Ibid.

At noon the same day, O.A. was given an assignment at the alternate location, and O.A. ripped up the assignment. Monaco Cert. at Ex. C., 25-26. O.A. attempted to close the classroom door, but staff prevented this. Ibid. O.A. continued to attempt to close the classroom door and became physically aggressive when staff redirected her to sit down. Ibid. O.A. failed to comply for several minutes, and sat down. Ibid. O.A. engaged in property destruction and threw water from her water bottle onto a staff member. Ibid. A staff member gave O.A. her lunch, but she refused to eat. Ibid. O.A. tried to elope[1] again, but staff prevented her from eloping. Ibid. O.A. began shouting at a peer who was passing by in the hallway, and O.A. became physically aggressive when staff blocked her again. Ibid. After several minutes, O.A. moved away from the classroom door and attempted to use her water bottle as a weapon against staff. Ibid. Staff removed O.A.'s water bottle for safety purposes. Ibid. O.A. engaged in physical aggression towards staff and shouted verbal threats. Ibid. Staff initially implemented less restrictive procedures, but because of repeated physical aggression, staff implemented a physical management procedure, a supine restraint,[2] for eleven minutes. Ibid. Upon the release of the hold, O.A. remained seated safely until her bus was called for dismissal. Ibid.

As a result of these three incidents, specifically her unsafe behavior, O.A. was suspended from school for one day, to be imposed on October 10, 2025. Monaco Cert. at Ex. C, 21, 23, and 25. C.H. was advised of these three incidents. Id. at 22, 23, 26.

On or around November 4, 2025, O.A. was eating her snack at school when a classmate began yelling at another student. Id. at 53-54. O.A. began yelling and using profanity. Ibid. Staff prompted O.A. to leave the classroom and walk towards a window so that O.A. would calm down, and she complied. Ibid. When staff advised O.A. that her break was almost over and that she needed to return to class, O.A. refused. Ibid. After reminders of expected behavior, O.A. began walking towards the classroom, and then

[1] "Wandering, also called elopement, typically includes situations where the person may be injured or harmed as a result. Wandering goes beyond the brief time that a typical toddler might run off from a caregiver." See https://www.cdc.gov/child-development/disability-safety/wandering.html (last visited on February 5, 2026).

[2] A restraint is "any manual method, physical or mechanical device, material, or equipment that immobilizes or reduces the ability of an individual." A supine restraint means that the child is laid in a face-up position. See https://nationalautismassociation.org/wp-content/uploads/2018/03/NAA_Restraint-Brochure_2018.pdf (last visited on February 5, 2026).

began yelling and sprinting down the hallway and stairway. Ibid. O.A. exited the downstairs hallway, ran through the breezeway and exited the building. Ibid. O.A. ran through the back parking lot and towards the front of the school, approaching the street before staff blocked her off. Ibid. O.A. remained outside for about an hour before following staff directions to return to the building. Ibid. Upon re-entering the building, O.A. refused to return to class and walked through the high school building, hitting doors, banging on glass windows and being verbally aggressive towards staff. Ibid. Staff used least restrictive procedures to redirect O.A. to the lower school building. Ibid. In the stairwell, O.A. displayed repeated physical and verbal aggression towards staff. Ibid. O.A. was able to de-escalate and transition back to her classroom. C.H. was advised of this incident on November 4, 2025. Id. at 54. O.A. was suspended for one day, to be served on November 5, 2025. Id. at Ex. C, 53 and Ex. H.

On or around November 13, 2025, around 9:30 a.m., O.A. asked to take a walk, a request that staff honored. Id. at Ex. C, 55-56. When staff advised O.A. that the walk was over and that she needed to return to the gym, which she did. Ibid. Upon re-entering the gym, O.A. eloped through the gym door towards the front of the school and attempted to leave school grounds. Ibid. From Yale School records, it appears that O.A. did eventually leave the building, and staff attempted to redirect O.A. to re-enter the building. Ibid. O.A. began pushing staff and eventually re-entered the building. Ibid. O.A. refused to return to her classroom and became physically aggressive towards staff. Ibid. When O.A. began walking upstairs towards her classroom, and when staff directed her towards the expected classroom, she began to enter another classroom. Ibid. When staff blocked O.A. from entering the incorrect classroom, O.A. began yelling derogatory statements to a classmate, including statements about their appearance and disability. Ibid. O.A. then began yelling at another student through the door, making comments about the student's race and disability. Ibid. While in the hallway, O.A. again attempted to elope, which staff prevented. Ibid. O.A. then grabbed and pulled a staff member's hair and continued exhibiting aggressive behavior for several minutes until she was directed into her classroom. Ibid. In the classroom, O.A. was offered a snack, which she accepted and ate. Ibid. O.A. then attempted to steal additional food from the refrigerator, including staff and student lunches. Ibid. O.A. was again redirected, and she dumped a staff

member's bag of trail mix on the floor, stomping it and smashing it on the carpet. Ibid. O.A. then advised staff that she had a peanut allergy. Ibid.

C.H. was advised of this incident on November 13, 2025. Id. at 56. O.A. was suspended from school for one day, to be served on November 14, 2025. Id. at Ex. C., 55-56 and Ex. J. In an email from Michael Monaco, Yale School administrator, to C.H., Monaco reminded C.H. of an administrative requirement as follows:

> Before [O.A.] returns [to Yale School from her suspension], we must receive her completed and signed emergency forms in their entirety. We have made several attempts to secure these documents since August, including one hard copy, two email requests, and two mailed letters. I have attached the forms to sign. In accordance with school policy, students who do not have current emergency information on file may be temporarily excluded from school until the necessary documentation is received. Please note that this measure is not disciplinary in nature, [sic] it is a required safety precaution to ensure that every student's needs can be properly addressed while in our care.
>
> [Monaco Cert. at Ex. J.]

On or around November 17, 2025, Monaco sent an email to C.H., asking her to sign a contingency contract. (Id. at Ex. K.) In his email to C.H., Monaco stated the following:

> I am writing to inform you that one of the topics [Yale School] planned to discuss on Friday is a contingency contract outlining three important stipulations that will govern [O.A.]'s continued placement at the [Yale School].
>
> The purpose of this contract is to clearly define safety expectations and to ensure that [O.A.] can remain safe, supported, and successful in our school environment. The stipulations include the following:
>
> - Zero instances of elopement from the building
> - Zero instances of physical aggression toward staff
> - Zero instances of physical aggression toward students.

> Please see the attached contract. It provides additional detail about the expectations, the behavior interventions [Yale School] has implemented, and the process [Yale School] will follow should any of the stipulations be violated.
>
> The contract will go into effect once [Yale School] receives the required emergency forms and [O.A.] returns to the building.
>
> [Ibid.]

The length of the contract was November 17 2025, to April 2, 2026. (Ibid.) According to the contract, O.A. had to adhere to certain terms, specifically no instances of elopement from the building or physical aggression towards peers and staff. (Ibid.) A violation of the contract would result in O.A.'s termination from Yale School. (Ibid.)

On or around November 26, 2025, C.H. sent an email to Monaco and Dr. Bland, among others, indicating that Yale School was an unsafe environment for O.A. and alleging that her previous requests for a comprehensive safety plan had been ignored. C.H. requested a temporary alternative educational setting or home instruction. On or around December 1, 2025, C.H. sent a follow-up email to Monaco and Dr. Bland, among others. In the email, C.H. stated the following:

> Despite my written request for a temporary alternative educational setting/home instruction due to safety concerns, Del City Bus transportation has continued to arrive to pick up my daughter, [O.A.], on **Wednesday, November 26, 2025** and again this morning, **Monday, December 1, 2025.**
>
> To be absolutely clear:
>
> - **[O.A.] will not be boarding the Del City bus or attending [Yale School]** until the safety issues described in my 11/26/2025 letter are addressed and an appropriate plan/placement is resolved, including the emergent "stay put" enforcement matter currently scheduled for hearing on **December 5, 2025**.
>
> - This decision is based on documented safety concerns and ongoing dispute regarding her placement and does not constitute a withdrawal from her placement, nor should it be treated as truancy.

> ● I am requesting that the **district immediately notify Del City Bus Company in writing** that transportation for [O.A.] is to be temporarily suspended at this time due to the ongoing safety and placement dispute, and that they should cease daily pick-up attempts until they receive further written direction from the district.

At oral argument, C.H. stated that she had not signed O.A.'s emergency contact forms and returned them to Yale School. She also indicated that she had not signed the contingency contract.

The Board has not terminated O.A.'s placement at Yale School. Bland Cert. at ¶ 9. O.A. did not attend school from November 17, 2025, through December 8, 2025. Id. at ¶ 12; Monaco Cert. at ¶ 61. During oral argument, C.H. stated that Yale School has not made an affirmative statement or declaration that O.A. could not return to Yale School.

On or around December 3, 2025, C.H. made a request of the Board for medically based home instruction, which would change O.A.'s placement from the Yale School to home instruction. Bland Cert. at Ex. N.

Monaco stated in his certification the following regarding O.A.'s return to Yale School:

> At this time, [Yale School] concludes that the [Board] needs to find an alternative placement or home instruction, per [C.H.'s] request for same. [Yale School] will assist [C.H.] and [the Board] with any assistance to ensure a smooth transition to [the Board's] response to [C.H.'s] request for an appropriate placement or at-home instruction for [O.A.].
>
> [Id. at ¶ 64.]

On or around November 24, 2025, C.H. filed this request for emergent relief. C.H.'s request provides as follows:

> My child is eligible for special education services under [suspected/confirmed disability- Autism Spectrum Disorder

> and specific learning disability – Dyslexia]. I am requesting emergent relief to maintain her current educational placement pending the outcome of the following:
>
> The school recently issued a contingency contract on 11/17/2025 outlining three important stipulations that will govern [O.A.'s] continued placement at the [Yale School], without a decision regarding [O.A.'s] placement, behavioral interventions, and services were made collaboratively by the IEP team during a legally compliant IEP meeting and an MDR, in accordance with the IDEA and N.J.A.C.6A:14.
>
> ● The school's action of communicating a change in placement (indefinite suspension/halting transportation) to a third party on 11/13/2025 before notifying me constitutes a serious procedural violation of my parental rights under state and federal special education law, specifically the Prior Written Notice requirements [20 U.S.C. § 1415(b)(3); N.J.A.C. 6A:14-2.3(f)]. Decisions regarding placement cannot be made unilaterally by the school.
>
> ● Behavioral interventions, and services must be collaboratively by the IEP team during a legally compliant IEP meeting and an MDR, in accordance with the IDEA and N.J.A.C. 6A:14.
>
> ● Please see the attached contract. It provides additional detail about the expectations, the behavior interventions the school has implemented, and the process the school will follow should any of the stipulations be violated.

LEGAL ANALYSIS AND CONCLUSIONS OF LAW

Pursuant to N.J.A.C. 6A:14-2.7(r), as is relevant, emergent relief can be requested only for the following issues:

> i. Issues involving a break in the delivery of services;
>
> ii. Issues involving disciplinary action, including manifestation determinations and determinations of interim alternate educational settings;
>
> iii. Issues concerning placement pending the outcome of due process proceedings;

Here, C.H.'s petition for emergent relief concerns all three of these issues, namely a break in the delivery of services, issues involving manifestation determinations, and placement pending the outcome of due process proceedings. Ibid.

To succeed on a motion for emergent relief, the petitioner must show that they satisfy the following four standards:

> 1. The petitioner will suffer irreparable harm if the requested relief is not granted;
>
> 2. The legal right underlying petitioner's claim is settled;
>
> 3. The petitioner has a likelihood of prevailing on the merits of the underlying claim; and
>
> 4. When the equities and interests of the parties are balanced, the petitioner will suffer greater harm than the respondent will suffer if the requested relief is not granted.
>
> [N.J.A.C. 6A:3-1.6(b) (citing Crowe v. DeGioia, 90 N.J. 126 (1982)).]

The petitioner must prove each of these standards by clear and convincing evidence. Garden State Equal. v. Dow, 216 N.J. 314, 320 (2013). Arguably, the standard is a high threshold to meet, and based on the facts presented here, C.H. cannot show that the legal right underlying her claim is settled stay put. As a result, C.H.'s motion for emergent relief is denied.

Settled legal right.

Emergent relief "should be withheld when the legal right underlying plaintiff's claim is unsettled." Crowe, 90 N.J. at 133 (citing Citizens Coach Co., 29 N.J. Eq. at 304–05). The "stay-put" provisions in the IDEA and its New Jersey Administrative Code counterpart require that a child remain in his or her current educational placement "during the pendency of any administrative or judicial proceeding regarding a due process complaint." 34 C.F.R. § 300.518(a) (2023); see also 20 U.S.C. § 1415(j); N.J.A.C. 6A:14-2.7(u) (stating, "Pending the outcome of a due process hearing, including an expedited due

process hearing, or any administrative or judicial proceeding, no change shall be made to the student's classification, program, or placement unless both parties agree."). These stay-put provisions function as an automatic preliminary injunction and assure stability and consistency in the student's education by preserving the status quo of the student's current educational placement until the proceedings under the IDEA are finalized. Drinker by Drinker v. Colonial Sch. Dist., 78 F.3d 859, 863–65 (3d Cir. 1996).

What constitutes a change in a student's current educational placement is not defined in the IDEA. The standard is "whether the decision is likely to affect in some significant way the child's learning experience," a fact-based analysis. De Leon v. Susquehanna Comm. Sch. Dist., 747 F.2d. 149, 153 (3rd Cir. 1984). When determining whether a modification in a student's education constitutes a change in placement, the Third Circuit Court of Appeals stated that "we should focus on the importance of the particular modification involved." Ibid. See also J.S. v. Lenape Reg'l High Sch. Dist. Bd. of Educ., 102 F.Supp.2d 540, 544 (stating, "only matters that will significantly impact the child's learning should be considered a change in educational placement for the purposes of the IDEA."

For instance, a change in the provision of transportation services, specifically when the student would be transported by a stranger with other students, a change from the parent transporting the student alone, is not a change in a child's learning experience. De Leon, 747 F.2d at 154. A promotion to kindergarten from preschool, when parents do not provide evidence that the student's learning experience would be significantly affected, does not constitute a change in placement and is not a basis for emergent relief. E.H. v. Burlington Cty. Bd. of Educ., 2023 N.J. Agen Lexis 577, *11-12 (August 29, 2023). Finally, a school district's unilateral relocation of a student from a resource room to an inclusion classroom was not a change in placement, when there was no evidence in the record that the change would affect the student's learning experience substantially. J.R. v. Mars Area Sch. Dist., 318 Fed. Appx. 113, 119 (3rd Cir. 2009).

From the evidence presented in this motion, Yale School has not changed O.A.'s educational placement in violation of the IDEA. None of the issues that C.H. raises regarding an alleged violation of stay put are related to a change in O.A.'s curriculum or

the provision of her education. Yale School has asked C.H. to sign emergency forms and a contingency contract regarding O.A.'s school day behavior, disciplinary and procedural issues for Yale School. More importantly, both the Board and Yale School confirmed at oral argument that O.A. may continue attending Yale School. Neither Yale School nor the Board have taken any affirmative action to change O.A.'s educational placement.

Of importance here is C.H.'s intervening act as it regards to stay put, namely her unilateral decision, for a variety of reasons, to not allow O.A. to continue to attend Yale School. C.H. has removed O.A. from Yale School, arguing that if she were to sign the contingency contract and the emergency forms and send O.A. to Yale School, O.A. would be removed from the school as a result of her behavior, as would be permitted under the contingency contract. The problem here is that C.H.'s argument is entirely hypothetical. C.H. has not signed the contingency contract and emergency forms and returned them to Yale School. The Yale School has not removed O.A. from its school, even though there are suggestions that Yale School believes it may no longer be the appropriate educational placement for O.A. The provisions of the IDEA, including stay put, apply for actual circumstances, not potential action. A series of events needed to happen in order for C.H. to successfully argue that IDEA stay put provisions apply. Had C.H. signed the emergency forms and contingency contract and returned them to Yale School, and had O.A. returned to school and violated the provisions of the contingency contract, and finally, had Yale School removed O.A. as a student, then perhaps C.H. could have asserted a viable argument that Yale School violated stay put. The outcome here potentially would have been different. The facts here, however, are that C.H. has refused to allow O.A. to attend Yale School, not vice versa.

C.H. also argues that a manifestation determination meeting was required when O.A. was suspended from the Yale School during the 2025-2026 school year. O.A. was suspended three times for three days total in the 2025-2026 school year. C.H.'s argument is misplaced. Manifestation determination meetings are required in one of two circumstances, which are upon a proposed student suspension for ten or when a student has been subject to short-term suspensions that total more than ten days within a school year. See 34 C.F.R. § 300.536(a); N.J.A.C. 6A:14-2.8(c). The regulation accompanying the IDEA, which is mirrored in State regulations, provides as follows:

> (a) For purposes of removals of a child with a disability from the child's current educational placement under §§ 300.530 through 300.535, a change of placement occurs if—
>
> (1) The removal is for more than 10 consecutive school days;
>
> or
>
> (2) The child has been subjected to a series of removals that constitute a pattern—
> (i) Because the series of removals total more than 10 school days in a school year;
> (ii) Because the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
> (iii) Because of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.
>
> [34 C.F.R. § 300.536(a)(emphasis added).]

C.H., however, relies on 34 C.F.R. § 300.536(a)(2)(ii) on its own as a basis for asserting that a manifestation determination is necessary. C.H. misreads the regulation, as all portions of subsection (2) must be satisfied, namely, removals of more than ten days within a school year, before a manifestation determination is required. There is no legal basis to determine that O.A. has been subject to a disciplinary change in placement.

For these reasons, I **CONCLUDE** that based on the facts in this record, there has not been a violation of the stay put provisions in the IDEA and State regulations.

ORDER

I hereby **ORDER** that C.H.'s request for emergent relief is **DENIED**, and her petition for emergent relief is **DISMISSED**.

This order on application for emergency relief shall remain in effect until a final decision is issued on the merits of the case. If the parent or adult student believes that

this order is not being fully implemented, then the parent or adult student is directed to communicate that belief in writing to the Director of the Office of Special Education. The parties have already been notified of the hearing dates.

February 20, 2026 — Kimberley M. Wilson

DATE — **KIMBERLEY M. WILSON**, ALJ

Date Received at Agency — February 20, 2026

Date Mailed to Parties:

KMW/ml