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 Attorneys for Respondent

Petitioners,

v.

Matawan-Aberdeen Board of Education

Respondent.

**STATE OF NEW JERSEY
 OFFICE OF ADMINISTRATIVE LAW**

OAL Docket No.:
 Agency Ref. No.: 2008-00070

CIVIL ACTION

**Certification of Helen Rappaport,
 Director of Special Services, Matawan-
 Aberdeen Board of Education**

I, HELEN RAPPAPORT, do hereby certify as follows:

1. I am the Director of Special Services in the Matawan-Aberdeen Regional School District and have been employed in this position for twenty-two (22) years.
2. I am fully aware and familiar with the facts of this matter, and I was present in court and was placed under oath when this matter was previously heard before the Honorable Patricia M. Kerins, A.L.J. on May 7, 2007.
3. The District and Petitioners conducted an IEP meeting on November 16, 2007, and both parties agreed the appropriate placement for _____, based on his lack of progress and behaviors, was in a residential program, specifically _____ current IEP sets forth the _____ placement. See Exhibit A (Portion of IEP November 2007 - November 2008).
4. The Child Study Team strongly believes that a _____ placement was appropriate for _____ at the time of the IEP meeting and is still the appropriate program for him. _____ requires a consistent, educationally appropriate placement where he can receive functional academic skills, behavior management and personal development. Such a program must be provided in a setting where _____ can be monitored throughout the day and evening. Therefore, _____ placement is the appropriate program.

- 5. By removing [redacted] from residential placement and requesting [redacted] receive the same program through the [redacted] network that he received on a temporary basis during the 2007 summer, Petitioners seek to not only overstep the program set forth in the current IEP but also violate the terms of the Settlement Agreement, which clearly state that if [redacted] does not succeed at [redacted], he must be placed in a [redacted] program.
- 6. [redacted] should be return to the residential placement immediately because [redacted] can accommodate his needs. The District continues to pay [redacted] for program and services. [redacted] is still available at [redacted] at this time, and he could return immediately with a new aide who will be approved by [redacted] and Petitioners.
- 7. If Petitioners remain unwilling to have [redacted] return to [redacted] the District will immediately begin to place applications for [redacted] with other residential programs. However, the District is required to obtain the consent of Petitioners to have [redacted] records transmitted to other placements, and thus far, Petitioners have been unwilling to provide such consent.
- 8. Until such an alternate residential program is secured, [redacted] may return to [redacted] on a temporary basis. In the alternative, the District will provide two (2) hours of service, per code in the home. The instruction will include verbal behavior and reading and math and will be provided by teachers and an aide. This is intended solely as a limited, temporary program until a residential placement is secured. See Exhibit B (Letter dated April 3, 2008).
- 9. The District has placed applications for [redacted] at almost every day program available, and he had been rejected by all of these programs and was most recently rejected during the past week by SEARCH and the Academy Learning Center. It is obvious that a day placement is not appropriate.
- 10. On March 29, 2008, Petitioners filed an Emergent Relief Petition with the Office Special Education Programs. They are seeking to have the [redacted] provide services for [redacted] in the home for an unspecified period of time.
- 11. In accordance with a Settlement Agreement reached between the parties on or about July 1, 2007, the District contracted with the [redacted] LLC to provide [redacted] with a seven (7) days a week, eight (8) week behavioral program. The program took place for eleven (11) hours a day for seven (7) days a week. The program was provided in an effort to improve [redacted] behaviors so as to permit his acceptance and placement in the [redacted] Township schools or any day placement. The program was only intended to act as a bridge into a day program, and it was never agreed upon that the program would become a permanent placement.
- 12. The Agreement also set forth that if [redacted] did not make measurable behavioral progress in the intensive program [redacted] should [redacted] not be accepted to an appropriate day placement, not limited to [redacted] would be placed in an appropriate State-approved [redacted]

program at the District's expense. [redacted] was one of the three residential placements agreed upon by Petitioners and the District.

13. [redacted] was admitted to the [redacted] school district for the start of the 2007-2008 school year. However, due to [redacted] inability to provide a proper aide for [redacted] and as a result of continued [redacted] problems, [redacted] terminated [redacted]'s placement after nine (9) days.

14. As a result of his termination from [redacted] and continued behavioral problems, the District and Petitioners agreed the appropriate placement for [redacted] was in a residential program, namely [redacted] and [redacted] began the program on October 18, 2007. The parties conducted an IEP meeting on November 16, 2007 to reflect the changes to his program. [redacted] current IEP sets forth the residential placement. See Exhibit A (Portion of IEP November 2007 - November 2008).

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15. On March 14, 2008, [redacted] filed an incident report regarding [redacted]. It was reported an aide improperly shaved [redacted] on his underarms and pubic area. The aide was suspended from employment pending the conclusion of the investigation, and it is my understanding the aide has since been terminated. See Exhibit C (Incident Report).

16. Upon becoming aware of the incident, Petitioners removed [redacted] from [redacted] and initially refused to return [redacted] to [redacted] unless he was placed in a different residential building within the [redacted] campus. While the District was in discussions with [redacted] to have [redacted] moved to another building, Petitioners then refused to return [redacted] to [redacted] under any circumstances.

17. Notwithstanding the incident that occurred on March 17, 2008, [redacted] was meeting the goals of his current program. It is not educationally sound or appropriate to change his program from a residential program.


18. In Paragraph 10 of the Emergent Relief Petition, Petitioners list several alleged abuses that occurred at [redacted]. I was never informed and am unaware of any incidents or problems having occurred, and there are no incident reports to sustain such allegations. Petitioners repeatedly state that [redacted] appeared dehydrated and was not allowed access to drinks/liquids. As per the specific direction of [redacted] physician at [redacted] is not allowed fluids at certain periods of time, specifically during meal time, because [redacted] is known to gorge himself on liquids to the point of making himself become ill or vomit.

19. Petitioners are only offering a temporary program with no long term solution. Additionally, the District has already provided [redacted] with instruction from the [redacted] in order to achieve his acceptance in the [redacted] schools, and the program was clearly unsuccessful since [redacted] was removed from the school and continued to exhibit behaviors.

20. The appropriate program for [redacted] is a residential program, and he should immediately return to [redacted] or a similar residential program.

I hereby certify that the foregoing statements made by me are true, ~~and~~ that if any of the foregoing statements are willfully false, I am subject to punishment.

DATED: April 4, 2008


HELEN RAPPAPORT
Director of Special Services, Matawan-
Aberdeen Regional School District