State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

ORDER GRANTING EMERGENT 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: March 26, 2026 Decided: April 30, 2026

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

STATEMENT OF THE CASE

For the second time, 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 terminated O.A.'s placement, and de facto, its contract with the Evesham Township Board of Education (Board) to educate O.A. The Board placed O.A. on home instruction until the parties determined a permanent educational placement for O.A. The issue is whether this termination constitutes a change of placement in violation of the "stay-put" provisions in the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400, et seq. It does.

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 her first request for emergent relief with OSE in EDS 18181-25. After the Yale School and the Board filed its opposition to the motion, oral argument was heard on December 23, 2025. Under an Order Denying Emergency Relief dated February 20, 2026, C.H.'s motion for emergent relief was denied.

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, 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.

On or around March 16, 2026, O.A. filed her second motion for emergency relief, along with a petition for due process and expedited due process hearing, directly to me.[1] After the Board and Yale School filed opposition to the second motion, oral argument was heard on March 26, 2026.

FACTUAL DISCUSSION AND FINDINGS

I take judicial notice of the following facts in the Order Denying Emergency Relief, as is allowed under N.J.A.C. 1:1-15-2.[2]

O.A. is a sixth-grade student who resides in Evesham Township. 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. O.A. began attending Yale School located in Cherry Hill, an out-of-district placement, on or around July 7, 2025, as an extended school year placement. O.A. continued attending Yale School for the 2025-2026 school year.

On or around November 17, 2025, Michael Monaco, Yale School administrator, sent an email to C.H., asking her to sign a contingency contract. 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:

[1] During oral argument on the motion for emergent relief, I advised C.H. that I could only consider her request for emergency relief, not the due process and expedited hearing request, as the petition was filed directly with me, rather than the OSE. C.H. was directed to file the due process petition with the OSE if she wished to have those issues heard. C.H. has not advised me that she has filed the due process and expedited hearing request with the OSE.

[2] Pursuant to N.J.A.C. 1:15-2(a), "official notice may be taken of judicially noticeable facts" as allowed in N.J.R.E. 201. N.J.R.E. 201 allows judges the discretion to take judicial notice of decisional law of all states in the United States, along with determinations made by government agencies.

> - 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.]

Under 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. A violation of the contract would result in O.A.'s termination from Yale School.

On or around November 26, 2025, C.H. sent an email to Monaco and Dr. Bland, director of special services for the Board, 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 on the first motion for emergency relief, 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 following facts are derived from the parties' motion papers. On or around June 6, 2025, Yale School and the Board agreed that the Board would send O.A. to Yale School for the 2025-2026 school at the Board's expense. Bland Cert. at Ex. VV. The contract provides the following, as is relevant, about its termination:

> 11. This agreement may be terminated by [Yale School] in accordance with N.J.A.C. 6A:14-7.7(a) . . .The [Board] shall convene an IEP meeting in accord[ance] with N.J.A.C. 6A:14-2.3. Written notice shall be provided to the parent and/or guardian of the affected student pursuant to N.J.A.C. 6A:14-2.3 The student may be terminated from the current placement after the [Board] has provided written notice to the parents according to N.J.A.C. 6A:14-2.3. At or upon the conclusion of the IEP meeting, the [Board] and [Yale School] shall mutually agree upon a termination date. If the parties cannot mutually agree to a termination date, the contract shall terminate on the 16th day after written notice of the termination was provided to the parents pursuant to N.J.A.C. 6A:14-2.3 provided, however, that the parents have not exercised their rights to disapprove the termination of services at [Yale School]. If the parent(s) and/or guardian(s) exercise their right to disapprove the termination of services at [Yale School] by requesting mediation or a due process hearing, then the terms and conditions of the contract shall remain in full force and effect, unless the parties otherwise agree or the matter is resolved.
>
> [Ibid. (emphasis added)]

In the contract with the Board, Yale School agreed that it would operate under the applicable federal and state laws, rules and regulations. Bland Cert. at Ex. VV.

O.A. did not attend Yale School from November 14, 2025, through February 25, 2026. Id. at ¶ 8. O.A. returned to Yale School on February 25, 2026, and C.H. completed the emergency contact forms. Id. at ¶ 14.

On February 27, 2026, during school, O.A. yelled and used profanity at classmates and staff, eloped from her classroom, pulled a keypad from a wall, ran through hallways and moved throughout the building. Id. at Ex. LL. Pursuant to an Incident Report dated February 27, 2026, Yale School determined that O.A.'s behavior violated the contingency contract and terminated O.A.'s placement at the Yale School effective March 15, 2026, pending an IEP conference and a manifestation determination review. Ibid. On the same day, Monaco sent C.H. a copy of the Incident Report, notice that the Board intended to terminate O.A's placement. Id. at Ex. LL, MM.

On March 9, 2026, Yale School conducted a manifestation determination review meeting, which included C.H., and the parties determined that O.A's conduct on February 27, 2026, was not a manifestation of her disability. Id. at ¶ 20, 22. An IEP meeting was held on the same date to determine an alternate placement for O.A. Id. at ¶ 23 -24.

On March 13, 2026, Dr. Bland contacted C.H. about alternative educational placements for O.A. and provided C.H. with a copy of a proposed IEP and documents from the manifestation determination meeting. Id. at Ex. PP.

O.A. remained a student at Yale School until March 15, 2026. Id. at ¶ 21. On March 16, 2026, C.H. advised Dr. Bland in writing that she was invoking O.A.'s stay-put protections under the IDEA. Id. at Ex. RR. On March 24, 2026, Dr. Bland provided C.H. with information about O.A.'s home instruction. Id. at Ex. WW.

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.

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).

Underlying the decision to terminate O.A.'s placement at Yale School are provisions of the New Jersey Administrative Code that govern special education and New Jersey schools that provide programs for student with disabilities through contracts with boards of education. N.J.A.C. 6A:14-7.7 provides, as is relevant, as follows:

> (a) When a receiving school is considering the termination of a student's placement prior to the end of the student's academic year, the receiving school shall immediately contact the sending district board of education. The district board of education shall convene an IEP meeting pursuant to N.J.A.C. 6A:14-2.3(k). The IEP meeting shall occur within 10 school days of the date of the notification and shall include the participation of appropriate personnel from the receiving school, including a minimum of one person who participated in making the recommendation to terminate the placement.
>
> 1. At the IEP meeting, the IEP team shall review the student's current IEP and determine the student's new placement. Written notice of any changes to the IEP and the new placement shall be provided within 10 days of the date of the IEP meeting. The student may be terminated from the current placement after the district board of education has provided written notice to the parents pursuant to N.J.A.C. 6A:14-2.3. The termination shall be in accordance with the provisions of the contract between the receiving school and the district board of education.
>
> (b) When the district board of education is considering the withdrawal of a student with a disability from a receiving school prior to the end of the student's academic year, the district board of education shall convene an IEP meeting pursuant to N.J.A.C. 6A:14-2.3(k). The IEP meeting shall include appropriate personnel from the receiving school. At the IEP meeting, the IEP team shall review the student's current IEP and determine the student's new placement. Written notice of any changes to the IEP and the new placement shall be provided within 10 days of the date of the IEP meeting. The student may be terminated from the current placement after the district board of education has provided written notice to the parents pursuant to N.J.A.C. 6A:14-2.3. The termination shall be in accordance with the provisions of the contract between the receiving school and the district board of education.

[Ibid. (emphasis added.)]

What constitutes written notice under N.J.A.C. 6A:14-7.7 is discussed in N.J.A.C. 6A:14-2.3, which states:

> (f) Written notice that meets the requirements of this section shall be provided to the parent when a district board of education:
>
> 1. Proposes to initiate or change the identification, classification, evaluation, or educational placement of the student or the provision of a free, appropriate public education to the student; or
>
> 2. Declines to initiate or change the identification, classification, evaluation, or educational placement of the student or the provision of a free, appropriate public education to the student.
>
> (g) Written notice shall be in language understandable to the general public, and shall be provided in the native language of the parent, unless it is clearly not feasible to do so according to N.J.A.C. 6A:14-2.4. Written notice shall include:
>
> 1. A description of the action proposed or denied by the district board of education;
>
> 2. An explanation of why the district board of education is taking such action;
>
> 3. A description of any options the district board of education considered and the reasons why those options were rejected;
>
> 4. A description of the procedures, tests, records or reports, and factors used by the district board of education in determining whether to propose or deny an action;
>
> 5. A description of any other factors that are relevant to the action proposed or denied by the district board of education;
>
> 6. A statement that the parents of a student with a disability have protection under the procedural safeguards of this chapter, the means by which a copy of a description of the procedural safeguards can be obtained, and sources for parents to contact to obtain assistance in understanding the provisions of this chapter[.]
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> [N.J.A.C. 6A:14-2.3.]

New Jersey's notice requirements are substantially similar to those in the IDEA. See 34 C.F.R. § 300.503 (2026).

The plain language of N.J.A.C. 6A:14-7.7 states that a board of education must provide written notice to a parent when the receiving school, such as Yale School, is considering terminating that student's placement, and that termination can only take place after the board of education has provided that written notice. Here, Yale School provided C.H. written notice that it was planning on terminating O.A.'s placement; the Board,

however, failed to provide C.H. with notice of that termination, notice that should have included a description of the action proposed and the reasons for the Board's actions, among other requirements. See N.J.A.C. 6A:14-2.3(g);. 34 C.F.R. § 300.503 (2026). The record is clear, however, that the Board provided no such written notice to C.H.

The purpose of these notice provisions when there is a change of placement "is to enable the parents to take advantage of IDEA's stay-put provision contained in the section of the IDEA governing procedural safeguards and due process hearings." P.N. v. Greco, 282 F.Supp.2d 221, 235 (D.N.J. 2003). While C.H. has attempted to invoke stay-put rights for O.A., the procedural confusion after Yale School provided notice that it would terminate O.A.'s placement at Yale School undoubtedly results from this lack of mandatory notice.

The remedy for a board of education's failure to comply with the notice requirement under N.J.A.C. 6A:14-7.7 is stay put for the student, or, if the child has already been terminated from the receiving school, a return to and stay put, at the receiving school pending the outcome of any due process proceedings. See R.B. & C.B. ex rel. A.B. v. Great Meadows Reg'l Bd. of Educ., 2006 N.J. AGEN LEXIS 894 (Oct. 12, 2006) (child entitled to stay put at out-of-district placement because school district provided oral, not written, notice that child's placement would be terminated). This remedy preserves or restores the stay-put rights parents would have had the board of education provided timely written notice of the termination. See P.N., 282 F. Supp. 2d at 236 (child entitled to compensatory education due to school district's failure to comply with N.J.A.C. 6A:14-7.7(a) by providing only two-days' notice of termination from receiving school and not providing child with a new placement for seventeen days.). Here, for the Board's failure to abide by the notice requirement, O.A. must be returned to her placement at Yale School.

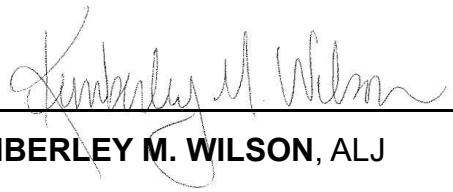
Both the Board and Yale School were obligated to ensure that the termination of O.A.'s placement at the Yale School followed the IDEA and provisions of the New Jersey Administrative Code. In addition, Yale School agreed that it would follow the IDEA and state regulations in its contract with the Board to educate O.A. Unfortunately, this did not happen here. For these reasons, I **CONCLUDE** that because the Board failed to provide

the required notice to terminate O.A.'s placement at Yale School, Yale School and the Board have violated the stay put provisions in the IDEA and State regulations. I further **CONCLUDE** that O.A. should be returned to her placement at Yale School pending the outcome of the pending due process petitions.

ORDER

I hereby **ORDER** that C.H.'s request for emergent relief is **GRANTED.** I further **ORDER** that O.A. should be returned to her placement at Yale School pending the outcome of the pending due process petitions.

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.



April 30, 2026
DATE

KIMBERLEY M. WILSON, ALJ

Date Received at Agency: April 30, 2026

Date Mailed to Parties:

KMW/ml