#242-09 (OAL Decision: http://lawlibrary.rutgers.edu/oal/html/initial/edu7165-08_1.html)

KENTWOOD ACADEMY,	:	
PETITIONER,	:	COMMISSIONER OF EDUCATION
V.	:	DECISION
LUCILLE DAVY, COMMISSIONER, NEW JERSEY STATE DEPARTMENT OF EDUCATION,	:	
RESPONDENT.	:	

SYNOPSIS

Kentwood Academy, a private school for students with disabilities preliminarily approved to operate in 2005, appealed the Department's revocation of such approval, effective July 1, 2008. The Department had acted pursuant to a May 15, 2007 settlement of prior litigation between itself and Kentwood, in which Kentwood's continued approval was conditioned on reaching an average daily enrollment (ADE) of 24 public school placements between April 1, 2007 and March 31, 2008, which it did not do. Kentwood contended that it cannot be held to the terms of the settlement because the Department's actions rendered it unable to meet such terms, and also because the Department had breached its own obligation under the agreement by failing to send a specified letter – which rescinded a March 14, 2007 letter to Kentwood advising that its approval would be revoked effective July 1, 2007 if it failed to meet regulatory ADE requirements – to districts placing students at Kentwood.

The ALJ dismissed the petition, concluding that the Kentwood was bound by the May 15, 2007 stipulation – which was entered into freely and knowingly by the parties and was intended to resolve all prior disputes and litigation between them – and that the Department was justified in revoking Kentwood's preliminary approval under the terms of the agreement. In so concluding, the ALJ found as fact that the record supported Kentwood's assertion that the Department did not send a letter as agreed in the stipulation.

The Commissioner adopted the Initial Decision with modification. The Commissioner concurred with the ALJ that Kentwood is not entitled to relief because there is no basis on which to set aside the May 15, 2007 agreement, but rejected the finding that the Department did not send a letter as agreed. The Commissioner found that the Department did, in fact, issue the letter in strict accord with the terms of the agreement, which incorporated a draft letter providing for forwarding of the letter to sending districts only if they had been sent the prior letter which it rescinded. The Commissioner upheld the Department's actions and dismissed the appeal.

July 27, 2009

OAL DKT. NO. EDU 7165-08
AGENCY DKT. NO. 154-5/08

KENTWOOD ACADEMY,	:	
PETITIONER,	:	COMMISSIONER OF EDUCATION
V.	:	DECISION
LUCILLE DAVY, COMMISSIONER, AND THE NEW JERSEY STATE DEPARTMENT OF EDUCATION,	:	
RESPONDENTS.	:	

The record of this matter and the Initial Decision of the Office of Administrative Law (OAL) have been reviewed, as have the respective exceptions filed by petitioner (Kentwood) and respondents (the Department) pursuant to *N.J.A.C.* 1:1-18.4, and each party's reply to the other's exceptions.

In its exceptions, the Department urges the Commissioner to adopt the Initial Decision's conclusions of law, but modify its findings of fact to correct a number of errors and omissions. The Department first objects to the failure of the Administrative Law Judge (ALJ) to reference – and presumably, therefore, to consider – the binder of exhibits presented by the Department at the time of hearing[1]; the Department contends that, while several of these exhibits duplicate documents which were introduced elsewhere by itself, Kentwood or both – and are reflected in the Initial Decision – there remain a number of documents not otherwise found on record. (Department's Exceptions at 8-10) In reply, Kentwood does not dispute the

[1] The exhibits are labeled R-1 through R-19 and R-22 through R-28. The Department agreed, at Kentwood's request, to remove R-20 and R-21 from the binder prior to presenting it to the ALJ.

Department's representation as to its entry of the referenced exhibits at hearing, and states that it does not object to modification of the record to include such exhibits; it does, however, reject the Department's suggestion that the ALJ failed to consider the documents in question, asserting that there is insufficient basis to draw such a conclusion. (Kentwood's Reply at 2)

The Department next contends that the Initial Decision contains a number of "typographical" errors requiring clarification by the Commissioner. These include statements: 1) on page 4, that the prior regulation governing Average Daily Enrollment (ADE) required a minimum of 16 *public school* students, when that requirement dates from 2004 and the prior regulation simply required an ADE of 16 *students* without reference to public school placements; 2) on page 10, that it is not known whether the Department brought to the attention of ALJ Frank that it had sent out a general notice removing Kentwood from conditional approval so as to effectively moot a pending motion for stay, when the record clearly reflects that the notice was sent after the OAL hearing but prior to issuance of ALJ Frank's decision on the motion; 3) on page 12, that Assistant Commissioner Attwood sent out a letter on March 14, 2007 rescinding "Ms. Thomas's letter of the same day" with respect to the time frame within which Kentwood must attain 24 ADE, when the Attwood letter was, in fact, dated and sent on *May* 14, 2007, approximately two months later than Ms. Thomas's letter; and 4) on page 13, that the period of compliance set forth in the Final Stipulation of Settlement was "April 11, 2007 through March 31, 2008," rather than the actual dates of "April *1*, 2007 through March 31, 2008." (Department's Exceptions at 11-12; *id*. at 3, note 3; *id*. at 6, note 5; further exceptions *infra*) In reply, Kentwood states that it does not object to correction of these errors as requested by the Department – one of which was noted in its own exceptions – but does

oppose any suggestion that such errors should prevent the Commissioner from adopting the ALJ's findings of fact. (Kentwood's Reply at 2, 5; see also Kentwood's Exceptions, *infra*)

The Department then seeks rejection of the ALJ's finding (at 15) that "the record supports Kentwood's factual assertion" that the Department failed to send the letter required by the Final Stipulation of Settlement. The Department asserts that this finding is clearly in error and attributes it to the ALJ's having mistakenly dated Assistant Commissioner Attwood's letter, as noted above, on March 14, 2007 rather than *May* 14, 2007, and having relied on a copy of the settlement agreement (PE-28) that did not include the attached letter incorporated as part of the agreement – which is identical, except for being dated May 10, 2007, to the letter sent by Assistant Commissioner Attwood (PE-27 and R-14);[2] the Department states that it issued the required letter (PE-27 and R-14) on May 14, 2007, the same date it signed the settlement agreement, and that this document's date and content directly contradict the ALJ's finding that the Department did not send a letter as agreed in the Final Stipulation of Settlement. (Department's Exceptions at 12-13; *Id*. at 6, note 5) In reply, Kentwood counters that the Department has provided no evidence that the ALJ's typographical error regarding the date of Assistant Commissioner Attwood's letter in any way contributed to the finding in question, since the *date* the letter was sent has no effect on *where* it was sent, and what the ALJ found was that it was not sent *to the sending districts* as agreed in the Final Stipulation. (Kentwood's Reply at 3)

Finally, the Department contends that the ALJ erred in concluding that the Department did not explain how Kentwood could reach an ADE of 24 public school students when its approval to operate was limited to two classes of a maximum of nine students each.

[2] The Department notes that a complete copy of the agreement may be found at R-11 (see note 1 above) or Exhibit L of the Verified Petition. The Commissioner observes that it may additionally be found at DOE-D.

According to the Department, counsel explained at the April 27, 2009 hearing in this matter that approval for a new class is needs-driven and, for efficiency purposes, will not be granted unless enrollment is adequate to justify such class; thus, Kentwood would not have been approved for a third classroom unless its enrollment so warranted. Moreover, the Department notes, the record shows that: 1) Kentwood's enrollment in 2005-06 – when it was approved for two 9-student classrooms – was twenty students (Petition of Appeal, ¶9), so that even prior to approval of a third classroom it could have accepted more students and sought a class size waiver as provided by *N.J.A.C.* 6A:14-7.1; 2) Kentwood did not have sufficient enrollment to justify a third classroom at the time of its July 19, 2006 application – which stated that a third class was needed because enrollment had increased to 18 students, and which was denied by the Department on September 5, 2006 after confirming that numerous students were not returning to Kentwood and that its enrollment at that point was only 12 students (DOE-I, Request #11); and 3) Kentwood was, by its own admission (PE-29), approved for a third classroom not later than September 2007,[3] so that from at least this time through the concluding date specified in the settlement agreement – March 31, 2008 – it had the capacity to reach 24 ADE. (Department's Exceptions at 14-16) In reply, Kentwood states that the Department's factual recitation of the history of Kentwood's approval to operate a third classroom – with which Kentwood notes its disagreement as to the number of requests made and the propriety of the Department's denials – still does not explain how Kentwood could have met the required ADE

[3] The Department states that the approval in question was actually granted in June 2007, as found by the ALJ in his recitation of the facts at the April 27, 2009 hearing in this matter; however, the wrong supporting document was inadvertently appended to the Department's pre-hearing brief, and the Department recognizes that the Commissioner may determine not to consider the correct document – the June 14, 2007 approval notice appended to the Department's exceptions as Exhibit A – because it was not part of the record below. (Department's Exceptions at 15-16)

when the Department did not approve it to operate a third classroom until June 2007, well after the April 1, 2007 start of the stipulated ADE compliance period. (Kentwood's Reply at 3-5)

In its own exceptions, Kentwood urges the Commissioner to accept the ALJ's findings of fact with modification to correct the date of Assistant Commissioner Attwood's May 14, 2007 letter, but reject his conclusion that the Final Stipulation resolved all outstanding issues between the parties so that, pursuant to it, the Department was justified in revoking Kentwood's preliminary approval to operate as a private school for the disabled. Kentwood initially asserts that, although the ALJ found as fact that the Department failed to send a letter to sending districts in violation of the settlement agreement, he inexplicably did not reach the concomitant conclusion that such omission constituted a material breach of the agreement so as to require that Kentwood be released from its own obligations thereunder; Kentwood states that the Department's failure to send the stipulated letter was a breach that "severely limited Kentwood's ability to comply with the agreement, [so that] the Final Stipulation's requirement that Kentwood meet the minimum ADE of 24 by March 31, 2008 is invalid." (Kentwood's Exceptions at 7-9, quotation at 9)[4] In reply, the Department reiterates that it did, in fact, issue the letter as required, again attributing the ALJ's erroneous factual conclusion to his mistake in dating the letter and his reliance on a copy of the Final Stipulation that did not include the attached draft. (Department's Reply at 2; see also Department's Exceptions, *supra*)

Kentwood next contends that the Final Stipulation cannot stand because the Department violated the implied covenant of good faith and fair dealing, limiting and obstructing Kentwood's ability to receive any benefit from the agreement; according to Kentwood, the

[4] Kentwood additionally notes that the letter in question was sent not on *March* 14, 2007 as stated by the ALJ, but rather on *May* 14, 2007 – one day prior to execution of the agreement, yet another example of the Department's questionable behavior in this matter. (Kentwood's Exceptions at 13-14)

Department – with its superior knowledge of the law and of statewide practice with respect to private schools for the disabled – knew or should have known that Kentwood would be unable to meet the required ADE by the specified date, so that entering into the "grossly unfair" and "one-sided" stipulation as it did rises to the level of unconscionability and necessitates that the agreement be vacated. (Kentwood's Exceptions at 9-12) In reply, the Department counters that – even assuming that the concept of good faith and fair dealing applies to contract formation as opposed to contract performance – Kentwood has provided no evidence whatsoever of ill motive or intentional misleading on the Department's part, nor was the Final Stipulation of Settlement unfair or excessively disproportionate as would be necessary for a finding of unconscionability – a charge which, the Department notes, Kentwood raises for the first time on exception; also, to the extent that Kentwood now claims the stipulation should be set aside due to impossibility, it cannot be overlooked that the duty of which Kentwood complains was created by its own contract, and that impossibility cannot be claimed as a result of hardship arising from bad judgment, miscalculation, change in circumstance or subsequent events. The Department observes that Kentwood has been operating as a private school for students with disabilities since the 2005-06 school year and has been calculating its ADE during that entire period, and further that, at the time of settlement, it: 1) knew based on experience when districts were likely to place students and also knew that its current enrollment was insufficient to support a third classroom; 2) engaged in extensive discussion of the settlement terms with the assistance of an ALJ; and 3) was represented by counsel. (Department's Reply at 3-6)

Finally, Kentwood urges rejection of the ALJ's conclusion that it entered into the Final Stipulation of Settlement knowingly and freely, asserting that it cannot be held bound by an agreement wherein, at the time of execution, it did not understand a material term; according to

Kentwood, it was unaware of how the ADE requirement would be applied and how this would affect its ability to reach 24 ADE by March 31, 2008 – something the Department did nothing to explain or clarify. (Kentwood's Exceptions at 12-13) In reply, the Department notes that the terms of the agreement are clear and unambiguous on their face, and that while "ADE" is not defined within the agreement itself, it is an official term defined by regulation of which Kentwood's owner (Diane Richards) was required to be aware and with which Kentwood was obliged to comply; it further notes the existence of documents (Exhibits R-4, R-5 and R-19) showing that the Department consistently advised Ms. Richards to become familiar with the Department's regulations, and points out that Kentwood chose not to present oral testimony regarding its understanding of the terms of the Final Stipulation. (Department's Reply at 6-7)

Upon careful review and consideration, the Commissioner determines to adopt the Initial Decision of the OAL, with modification as set forth below.

As a preliminary matter, the Commissioner first corrects the Initial Decision to include the exhibits entered into the record by the Department, without objection from Kentwood, at the hearing on April 27, 2009[5]; these exhibits – which were not included in the file forwarded to the Commissioner by the OAL and were supplied by counsel for the Department under cover letter dated July 16, 2009 – are listed in an Appendix at the end of this decision. The Commissioner additionally corrects the errors noted by the parties in their respective Exceptions, incorporating such corrections into the Initial Decision as detailed above.

Turning to the Initial Decision's substantive findings and conclusions, the Commissioner fully concurs with the ALJ that the Final Stipulation of Settlement executed by Kentwood and the Department on May 15, 2007 is a valid and binding agreement standing as the

[5] The record does not include a transcript of the proceedings of that day; however, as noted above, Kentwood does not dispute the Department's representation as to entry of these documents.

resolution of all prior issues in dispute between the parties, so as to both preclude Kentwood's attempts at relitigation of such issues and justify the Department's revocation of Kentwood's preliminary approval in accordance with the terms of settlement.

With respect to Kentwood's arguments to the effect that the Final Stipulation is invalid due to infirmities in its formation, the Commissioner finds no basis in the record either to disturb the ALJ's conclusion that the agreement was entered into freely by both parties or to support Kentwood's claims of not understanding the terms of the agreement. To the contrary, the stipulation states on its face that the parties had "conferred during a conference before the [ALJ] and [had] negotiated and come to an agreement in the interest of resolving amicably the outstanding issues of the pending appeal," and the record plainly shows the agreement to have been entered into after extensive discussions and negotiation, in conference with the presiding ALJ and with both parties represented by counsel.[6] Moreover, the terms of the Final Stipulation document – actually drafted by counsel for Kentwood – are clear on their face, with no need to define within the body of the agreement a regulatory calculation which private schools for the disabled are required to know and apply routinely as a condition of ongoing operation.[7] Indeed, Kentwood's claims are belied by its own response to the Department's interrogatory regarding its understanding of ADE as used in the stipulation: "At the time the parties entered into the Final Stipulation of Settlement, I believed and continue to believe that the average daily enrollment requirement of twenty-four (24) would be met by the time prescribed in the

[6] See ALJ Barry N. Frank's Initial Decision of May 18, 2007, adopted by the Commissioner on June 19, 2007. (Exhibit DOE-D)

[7] See *N.J.A.C.* 6A:23-4.1 (definition) and *passim* thereafter.

Stipulation, as long as the Department of Education complied with all provisions in the Stipulation." [8] (DOE-I, Interrogatory No. 12)

Nor is the Commissioner persuaded by Kentwood's claim that the settlement must be vacated because its requirement that Kentwood establish an ADE of 24 public school students between April 1, 2007 through March 31, 2008 was made in bad faith and impossible to meet. Not only did Kentwood believe the requirement attainable, *supra*, and accept it voluntarily as found by the ALJ (at 20), but the Department states, without contradiction, that the April 1, 2007 – March 31, 2008 time frame was chosen for the final settlement precisely to ensure that sending districts would have been aware – in view of the Department's delay until March 8, 2007 in issuing a retraction of Kentwood's conditional approval status as required by the preceding Partial Stipulation of Settlement – that Kentwood was at that point deemed to be in compliance with regulation and able to accept new students. (Department's Pre-Hearing Brief at 11-12) Moreover, the record is clear that Kentwood was approved for a third classroom for all but 2-1/2 months of the designated compliance period, *i.e.*, from mid-June 2007[9] through March 31, 2008, and the Commissioner finds entirely satisfactory the Department's explanation, at the April 27, 2009 hearing, of the waiver process by which additional students could have been enrolled – and, indeed, in the past had been enrolled – over and above the number

[8] It is noted that the only requirements placed on the Department by the stipulation were timely issuance of the letter from Assistant Commissioner Attwood, see *infra*, and refraining until February 13, 2008 from issuing any letter to sending districts regarding Kentwood's compliance with the stipulation's ADE requirement (there is no dispute that such letter was not sent until May 21, 2008).

[9] Again, although the record does not include a transcript of proceedings, Kentwood does not dispute the content of the Department's representation as to the statements of counsel – only to the sufficiency of such statements as an explanation of how it could have met 24 ADE. Similarly, notwithstanding the Department's error in the attaching of an exhibit (see note 3 above), it is clear that Kentwood does not dispute the Department's representation as to the date it received approval for a third classroom.

ordinarily permitted during the time Kentwood was approved for only two classrooms, *i.e.*, between April 1, 2007 and June 14, 2007. [10]

Lastly, the Commissioner rejects both the ALJ's finding that the Department did not send the letter required by the Final Stipulation of Settlement and Kentwood's concomitant assertion that the Department, therefore, breached the agreement in performance. Although the ALJ finds as fact (at 15) "that the record supports Kentwood's factual assertion the Department failed to send a letter, which it agreed to do in the Settlement Agreement," nowhere in the Initial Decision is the basis for such finding set forth,[11] and the Commissioner's review of the record evinces nothing in support of such assertion; indeed, notwithstanding that Kentwood here bears the burden of proof – or at the very least the burden of production – it has brought forward not one scintilla of evidence that the Department did not send the letter as stipulated.[12]

Moreover, even if Kentwood had produced evidence that the letter was not sent to one or more *sending districts*, the record is clear that, contrary to Kentwood's assertions, the Department complied *precisely* with the terms of the Final Stipulation of Settlement *as set forth in the appended May 10, 2007 draft letter expressly incorporated by reference into Term No. 3*. That letter – which is undisputedly identical to the letter issued by the Department on

[10] In so holding, the Commissioner expressly rejects the ALJ's statements that the Department did not explain how Kentwood could reach an ADE of 24 public school students when its approval to operate was limited to two classes of a maximum of nine students each (at 19), and that under the specifics of Kentwood's approval, it would have been impossible to meet the amended ADE of 24 (at 7).

[11] The narration of facts in the Initial Decision at 12-13 tends to support to the Department's assertion on exception that the ALJ's finding was due to his error in dating the Department's May 14, 2007 letter.

[12] In its responses to the Department's interrogatories on this point, Kentwood states that it did not intend to rely on any documents but might rely on the knowledge of staff members (it ultimately did not), and that its evidence for claiming that the Department did not send the required letter "is that Kentwood has never received documentation of this letter or proof that the letter was sent as required in the Stipulation." (DOE-I, Interrogatory Nos. 8-9) Consistent with this position, Kentwood argues in its April 24, 2009 Pre-Hearing Brief (at 17) that it did not receive notification until recently that the May 14, 2007 letter was sent to County Supervisors (*sic*) and still has not "received sufficient proofs that the NJDOE's May 14, 2007 letter was sent to all sending district[s] in receipt of the March 14, 2007 letter."

May 14, 2007 (Exhibit PE-27) – was not addressed to sending districts, but rather to Kentwood's owner (Diane Richards) with copies to the Department's county offices of education, and expressly directed that "[any] county offices of education that forwarded Ms. Thomas' original letter dated March 14, 2007 to school districts are asked to forward this letter to school districts. If the original letter was not forwarded, please do not forward this letter." Thus, the only districts that were required to receive the May 14, 2007 letter under the terms of the Final Stipulation were those that had been sent the March 14, 2007 letter from Yut'se Thomas (PE-26), which the May 14, 2007 letter acted to rescind. In this regard, the record (Exhibit R-14) clearly shows that the Department not only issued the stipulated letter forthwith, but approximately two weeks thereafter, on May 29, 2007, followed up with all county offices and confirmed that the letter was received by them and sent to any sending district which had been sent the March 14, 2007 letter from Yut'se Thomas (PE-26) – which, it is noted, was addressed to Diane Williams and copied to county offices of education and other Department staff, with no provision for either copies to sending districts or instructions for forwarding. Thus, to the extent that the Department's letter of May 14, 2007 was not sent to sending districts pursuant to Term No. 3 of the Final Stipulation, it is because the districts were not sent – as indeed, they were not intended to have been sent[13] – Ms. Thomas's letter of March 14, 2007 (Exhibit R-14) and were consequently not required to receive Assistant Commissioner Attwood's subsequent letter of rescission.

Finally, with respect to Kentwood's objection to the Department's letter having been issued one day prior to full execution of the settlement agreement on May 15, 2007, the Commissioner finds such deviation to be *de minimis* under the circumstances, and Kentwood's objection to elevate form over substance. Moreover, the Commissioner additionally notes that:

[13] In addition to PE-26 itself, see also email from Jim Verner to county offices, Exhibit R-14, Item 1.

1) Kenwood has not disputed the Department's representation that Department counsel signed the agreement on May 14, 2007, the same date it acted to send the letter; 2) the settlement document was prepared by counsel for Kentwood, so there would be no question of any subsequent disagreement by Kentwood as to its contents; and 3) pursuant to *N.J.A.C.* 1:1-19.1(c) and (d), the settlement did not require further review by the Commissioner prior to its adoption as a final decision, since the agency was a party to the case.

Thus, there being no basis in fact or law on which to set aside the parties' May 15, 2007 agreement in this matter, the Commissioner concurs with the ALJ that Kentwood is not entitled to the relief it seeks. To the extent that Kentwood now regrets that to which it previously agreed, the Commissioner notes – as was well stated by ALJ Jeff S. Masin in an Initial Decision subsequently adopted by the Commissioner – that such discontent is "a not at all uncommon event after parties compromise their positions in the course of settling an oft-times contentious litigation," as was "wisely noted" by the court in *Pascarella v. Bruck*, 190 *N.J. Super.* 118, 126, and that if Kentwood "is allowed to back out of this agreement, such a step would undermine the strong public policy [favoring settlement[14]] and would damage the ability of attorneys and the courts and administrative forums to rely on the stated agreements of parties to end litigation." *In the Matter of the Tenure Hearing of Beverly Jones, Trenton School District, Mercer County*, Commissioner's Decision No. 315-07, decided August 9, 2007.

Accordingly, for the reasons expressed herein, the Initial Decision of the OAL is adopted – with modification as set forth above – as the final decision in this matter. The petition

[14] *Department of Public Advocate v. N.J. Board of Public Utilities*, 206 *N.J. Super*. 523, 528 (App. Div. 1985); *Bistricer v. Bistricer*, 231 *N.J. Super.* 143, 147 (Ch. Div. 1987); *Jannarone v. W.T. Co.*, 65 *N.J. Super*. 472, 476 (App. Div.), *certif. den.* 35 *N.J.* 61 (1961); *Pascarella v. Bruck*, 190 *N.J. Super*. 118, 125 (App. Div.), *certif. den.* 94 *N.J.* 600 (1983). The doctrine is of such importance that a court should "strain" to uphold such settlements. *Dept. of Public Advocate*, 206 *N.J. Super*. at 528.

of appeal is dismissed, and the Department's revocation of petitioner's preliminary approval to operate as a private school for the disabled, effective July 12, 2008, is upheld.

IT IS SO ORDERED.[15] [16]

COMMISSIONER OF EDUCATION

Date of Decision: July 27, 2009
Date of Mailing: July 27, 2009

[15] The court had ordered this matter to be completed by June 11, 2009, as set forth in the Initial Decision's procedural recitations at 2 and 16. However, because the Initial Decision was not received until June 9, 2009, a further extension – until July 27, 2009 – was granted so as to afford the parties an opportunity to submit exceptions and the Commissioner a 45-day period within which to render a final decision in accordance with the Administrative Procedure Act.

[16] The Appellate Division of the Superior Court has retained jurisdiction over this matter pursuant to its order of December 16, 2008 (PE-43).

APPENDIX OF ADDITIONAL DEPARTMENT OF EDUCATION EXHIBITS

Exhibit Number	Description of Document
R-1	*N.J.A.C.* 6A:23-4.1
R-2	36 *N.J.R.* 3895(a)
R-3	*N.J.A.C.* 6A:23-4.3
R-4	Email from Elise Sadler-Williams to Mark Richards dated January 11, 2005.
R-5	Affidavit signed by Diane Richards dated March 2, 2005
R-6	Letter dated March 1, 2005 from Diane Richards to Jim Verner
R-7 (duplicate of PE-11)	Letter dated March 11, 2005 from Judyth Vazquez to Diane Richards
R-8 (duplicate of PE-12)	Letter dated May 20, 2005 from Cecelia Downey to Diane Richards
R-9 (duplicate of PE-15)	Letter dated December 30, 2005 from Lucille Davy to Diane Richards
R-10 (duplicate of PE-26)	Letter dated March 14, 2007 from Yut'se Thomas to Diane Richards
R-11	Stipulation of Settlement dated May 15, 2007, with attached letter incorporated by reference
R-12	Letter dated July 26, 2007 from Jim Verner to Diane Richards
R-13 (duplicate of PE-27)	Letter dated May 14, 2007 from Katherine P. Attwood to Diane Richards
R-14	E-mail dated May 29, 2007 from Jim Verner to CSCS Distribution List, with county responses
R-15	Facsimile dated April 17, 2008 from Mark Richards to Jim Verner
R-16 (duplicate of PE-32)	Memorandum dated May 21, 2008 from Katherine P. Attwood to County Superintendents
R-17	Kentwood Academy's Financial Statements for the Fiscal Year ended June 30, 2008
R-18 (duplicate of PE-8)	Letter dated January 10, 2005 from Judyth Vazquez to Diane Richards
R-19	Letter dated March 18, 2005 from Diane Richards to Ms. Vazquez
R-22	E-mail dated June 22, 2006 from Kentwood Academy to Tereasa Utter, Elaine Lerner and Judyth Vazquez
R-23 (duplicate of PE-19 and DOE-B)	Letter dated August 7, 2006 from Roberta Wohle to Diane Richards
R-24	*N.J.A.C.* 6A:14-7.10
R-25 (duplicate of DOE-C)	E-mail dated September 28, 2006 from Judyth Vazquez to CSCS Distribution List
R-26 (duplicate of PE-23)	Partial Stipulation of Settlement dated December 12, 2006
R-27 (duplicate of PE-25)	E-mail dated March 6, 2007 from Helene Leona to CSCS Distribution List
R-28 (duplicate of DOE-E)	Letter dated April 25, 2007 from Tammy Miller to Diane Richards