



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

**FINAL DECISION**

OAL DKT. NO. EDS 18126-25

AGENCY DKT. NO. 2026-39888

**B.K. ON BEHALF OF W.K.,**

Petitioner,

v.

**CRANFORD TOWNSHIP BOARD**

**OF EDUCATION,**

Respondent.

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**B.K.**, petitioner, pro se

**Athina L. Cornell**, Esq., for respondent (Methfessel & Werbel, attorneys)

Record Closed: March 16, 2026

Decided: April 1, 2026

BEFORE **MARGARET M. MONACO**, ALJ:

**STATEMENT OF THE CASE**

This matter was commenced under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400, et seq., and the implementing federal and state regulations. Petitioner B.K., on behalf of his daughter, W.K., seeks transportation costs from respondent Cranford Township Board of Education (“the District”).

## **PROCEDURAL HISTORY**

On October 20, 2025, petitioner filed a Due Process Petition with the Office of Special Education (OSE). The OSE transmitted the matter to the Office of Administrative Law, where it was filed on November 19, 2025. Following a telephone conference on December 2, 2025, I issued a letter order denying petitioner's motion to enforce a subpoena directed to a third party and to compel discovery from the District. The District filed its Answer to Due Process Petition on December 8, 2025. Additional telephone conferences were held on December 11, 17, and 29, 2025. A prehearing conference was held on January 12, 2026, during which the hearing was scheduled for March 23, 2026, the District articulated its intention to file a motion for summary decision, and a briefing schedule regarding that motion was established. On January 30, 2026, I issued a letter order denying petitioner's motion regarding a subpoena directed to a third party and discovery from the District. A telephone conference was held on February 13, 2026, during which a revised motion schedule was established, and I granted the parties' joint request to adjourn the March 23, 2026, hearing to April 10, 2026.

On February 17, 2026, the District filed a motion for summary decision. In support of the motion, the District filed a brief and a Certification of Athina Lekas Cornell, Esq. (Cornell Cert.). On March 9, 2026, petitioner filed a brief in opposition to the District's motion and a cross-motion to amend his Petition. On March 16, 2026, the District filed a reply brief and opposition to petitioner's amendment request.

## **FINDINGS OF FACT**

Based upon a review of the documentation submitted, I **FIND** the following undisputed **FACTS**:

W.K. is a District student, who at all relevant times was deemed eligible for special education and related services. (Cornell Cert. at ¶ 2.) At all relevant times, W.K. has been placed, pursuant to an individualized education program (IEP) and at the District's expense, at the Bancroft School located in Mountainside. (Id. at ¶ 3.) There is no dispute regarding W.K.'s continued eligibility or classification, and petitioner does not dispute the

appropriateness of W.K.'s IEP for the 2025–2026 school year, or the IEPs implemented in years prior to the 2025–2026 school year. (See id. at ¶¶ 2, 3.)

W.K.'s IEP for the 2025–2026 school year provides for transportation as a related service with the provision of an aide. (Cornell Cert. at Ex. 1.) The District utilizes the services of the Union County Educational Services Commission to coordinate out-of-district placement transportation as a shared service with other school districts. (Id. at ¶ 6; see id. at Ex. 3.) There is no dispute concerning W.K.'s entitlement to transportation as a related service and the District's obligation to provide transportation.

Petitioner requested that the District enter into a parental contract through which he would assume responsibility for W.K.'s transport, rather than use a private vendor. (Cornell Cert. at ¶ 7.) In response, the District's business administrator informed petitioner of the terms for a parental contract via email sent on October 7, 2024. Specifically, the business administrator advised that the parental contract would be based on a negotiated amount calculated in accordance with the IRS mileage reimbursement then in effect, and the contract would also require approval by the Board of Education and the County Office. (See ibid. and Ex. 4.)

On October 19, 2024, petitioner sent an email to the District's business administrator, which states:

[M]y primary concern here is the fact that one of us, me or my wife has to be home for [W.K.'s] pick up and drop off. This will limit our daily schedules be it our work time and/or our after-school activities for our other child as well as for [W.K.]. Many times we have had to leave the swimming, music, and other classes and activities or have had to cancel them to be home for her drop off, and many times have not been able to tend to certain tasks, programs and activities because of her pick up time and location and/or her drop off time.

As for payment, if I am correct, the district is paying a transportation company about \$45,000 per year (for the 180 school days) or about \$250 per day.

I think it is reasonable that at the very least the same amount that is paid to the transportation company, be paid to us for

doing the same transportation, from which we have to pay little less than \$10,000 for insurance [sic] coverage (Umbrella [sic] Policy, the only way to get the required \$1M coverage), and a new van at a cost of about \$20,000 per year, plus about 4 hours of our time daily [sic] (2 hours in the morning and 2 in the afternoon) at a cost of at least \$300 per day.

[Pet. at Ex. A.]

The email further states:

We have two cars, but just to make sure that we will not be left without one in unexpected events e.g. Winter etc., and because of her condition, I have ordered a new van for her with a special seat . . . . The van costs about \$70,000, dividing by the 4 years warranty will cost us under 20,000 per year. Excluding my working rate at about \$200–300 per hour and her mom's at \$100, the 4 hours morning and afternoon rides will cost us about \$300 to \$400 per day or about \$50,000 per year for the 180 school days. Considering these, if and only if the district [sic] just pays us what it pays the transportation company, we will be able to survive and carry on with the rest of the expenses ourselves. More importantly, to be in charge of her transportation will also allow us to better manage our time and resources and that more efficiently, attend activities for her and/or her brother which we would not be able to attend otherwise, and overall plan our daily tasks, schedules, and activities better, instead of being obliged to be present at a particular location (home) at a particular time.

[ibid.]

On October 20, 2024, the District's business administrator informed petitioner, via email, that pursuant to the rules set by the New Jersey Department of Education “the maximum that the District can pay for a parental contract would be \$22,400.00 for the 2024–2025 school year[.]” (See Cornell Cert. at ¶ 8 and Ex. 5.)<sup>1</sup>

On November 6, 2024, petitioner sent an email to the District's business administrator, which states in part:

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<sup>1</sup> The current bid threshold for quoted (unanticipated) and parental student transportation contracts is \$24,200.00, effective July 1, 2025, to June 30, 2027.

I am hereby making a formal request for a Parental Contract to be in charge of the transportation of our child [W.K.], and I am hereby reasonably requesting to be reimbursed the same amount the District is currently . . . paying the transportation company for this very transportation.

[Pet. at Ex. A.]

On November 7, 2024, petitioner sent an email to District counsel, which states in part:

[P]lease . . . advise the reason(s) why “The District is not in a position to enter into a transportation contract for the cost that is currently be[ing] paid to the existing transportation company,” after all the District is simply a mediator/middleman of the public funds . . . and as such can NOT and should NOT have any preference whether the public funds are diverted (paid) to the commercial businesses or to the parents of the students . . . . [T]here seems to be a strong preference by the District to divert the public funds to a commercial business over the parents. This preference becomes undeniable because the District is refusing to pay the very same amount it is currently paying to the transportation business, to the parents (in a Parental Contract).

[Pet. at Ex. A.]

On November 12, 2024, petitioner sent an email to District counsel, which states in part:

I want to transport my child to and from the school with a Parental Contract with the District, and I reasonably believe that the District should reimburse me with the same or about the same amount the district is currently paying to the transportation company . . . . [W]hy should the District either raise obstacles and/or refuse to reimburse the parents with the same amount of the very public funds the District is currently and already reimbursing a transportation business . . . . [T]he District is indeed favoring the business over the parents and is even ready to fight (legally challenging) the parents just to protect the interest and revenue of the transportation business[.]

[Pet. at Ex. A.]

Prior to filing the Petition, petitioner rejected the proposed parental contract. (See Cornell Cert. at ¶ 9.) The District has continued to provide W.K.'s transportation via the shared services agreement through the Union County Educational Services Commission. (See id. at ¶¶ 11, 12.)

### **The Due Process Petition**

In his Petition, petitioner seeks “immediate authorization of a parental transportation contract, [and] reimbursement of the same amount the district is reimbursing the private transportation company which . . . appears to be about \$80,000 annually for the school year of 2025–2026[.]” Petitioner alleges that “[t]he Parents have offered the same transportation service to transfer the Student . . . but the District has refused and persistently and strongly favors private transportation vendor against the parents”; “[b]y offering a ridiculous, nominal, and extremely unreasonable reimbursement, the District aims to prevent and/or discourage the parents from pursuing Parental Contract for transporting their own child at the same rate the District is reimbursing the private vendor out of public funds”; and “[b]y refusing to reimburse the parents for the same amount the District is paying to the private vendor out of public funds, the District is discriminating against the parents in favor of the private vendor.” Petitioner further asserts that “[t]he District’s discriminatory actions and decisions are arbitrary and capricious,” and “[t]he District’s arbitrary and capricious decisions are unreasonable use of public funds in support of private businesses and vendors.” Petitioner alleges that the District’s transportation service is “far inferior to the Parental Contract option available to it,” and “[n]either the drivers nor the aides can possibly be more qualified than the parents in providing education, safety, and transportation for their child.”

Petitioner maintains that the “District’s [r]efusal to [c]onsider [p]arental [t]ransportation [c]ontract [c]onstitutes a [d]enial of FAPE.” In this regard, petitioner asserts that “[b]y diverting public funds from educational purposes to private businesses, the District impairs the student’s access to FAPE”; “[t]he parents are of far more participatory and contributory to the Student’s safety, education, and learning, not only at home but also during the rides, than any non-English speaking ‘aide’ and/or driver of a

private transportation business some of whom in addition to be in need of medical/physical assistance also need extensive learning and education for their adaptation and to fathom their new environment”; and, “[w]here a district cannot secure appropriate transportation through a vendor or where parental provision of transportation is more appropriate and superior, the district must consider a parental transportation contract or reimbursement arrangement.” Petitioner avers that “the District has . . . been advised that parental transportation not only is far superior in safety, education, and development, but also would provide time efficiency for the parents thereby eliminating the parents’ obligation of having to be at home at a specific time twice a day for the child’s pick up and return which overall benefits the child”; “[w]hen a district refuses to fund or provide a far more appropriate transportation necessary for the child to attend their program, it effectively denies FAPE”; and “denying the parents a reasonable contract while funding a private vendor with about \$80,000 annually out of public funds . . . undoubtedly constitutes denial of FAPE as well as an inequitable and discriminatory use of public funds[.]” Petitioner further alleges a “[c]onflict of [i]nterest,” “[m]isuse of [p]ublic [r]esources,” and “[a]rbitrary, [c]apricious, and [i]nequitable [u]se of [p]ublic [f]unds,” asserting that “[s]pending about \$80,000 per year of taxpayer money to pay a private vendor while refusing an equivalent or lesser payment to parents for providing the same transportation—under safer, more supervised, and far more appropriate conditions—constitutes misuse of public funds and discrimination in service delivery against the parents.”

The Due Process Petition seeks an Order requiring the “execution of a parental transportation contract at the same rate the District is reimbursing the private transportation vendor for 2025–2026,” and “reimburse[ment to] the parent for the related losses as the result of the District’s arbitrary and capricious decisions for 2025–2026, and prior years.” Petitioner also seeks the “[a]dopt[ion of] equitable reimbursement standards for parental transportation contracts”; “corrective training and fiscal oversight on transportation-related compliance”; “review/revise [of District] policies to ensure individualized and non-discriminatory application of transportation parental contracts”; and “DOE monitoring the District for compliance.”<sup>2</sup>

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<sup>2</sup> In addition to the instant Petition, petitioner submitted a request for a complaint investigation by the OSE. By letter dated October 20, 2025, the OSE informed petitioner of its determination that petitioner’s

## **DISCUSSION AND CONCLUSIONS OF LAW**

Pursuant to N.J.A.C. 1:1-12.5(b), summary decision “may be rendered if the papers and discovery which have been filed, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to prevail as a matter of law.” This rule is substantially similar to the summary-judgment rule embodied in the New Jersey Court Rules. See Judson v. Peoples Bank & Trust Co. of Westfield, 17 N.J. 67, 74 (1954). In Brill v. Guardian Life Insurance Co., 142 N.J. 520, 540 (1995), the New Jersey Supreme Court addressed the appropriate test to be employed in deciding the motion:

[A] determination whether there exists a “genuine issue” of material fact that precludes summary judgment requires the motion judge to consider whether the competent evidential materials presented, when viewed in the light most favorable to the non-moving party, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party. The “judge’s function is not . . . to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial.” . . . . If there exists a single, unavoidable resolution of the alleged disputed issue of fact, that issue should be considered insufficient to constitute a “genuine” issue of material fact for purposes of Rule 4:46-2.

[Citations omitted.]

In evaluating the merits of the motion, all inferences of doubt are drawn against the movant and in favor of the party against whom the motion is directed. Judson, 17 N.J. at 75. However, “[w]hen a motion for summary decision is made and supported, an adverse party in order to prevail must by responding affidavit set forth specific facts showing that there is a genuine issue which can only be determined in an evidentiary proceeding.” N.J.A.C. 1:1-12.5(b).

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submission “does not meet the requirements for a request for complaint investigation,” and “no complaint investigation will be initiated at this time.” (Cornell Cert. at Ex. 7.) In this regard, the OSE stated: “You have not alleged a violation of special education law or regulation or that your child’s IEP was not implemented. Rather, you allege that the district has opted to use a private transportation company to implement your child’s IEP rather than offering you a parent contract.”

The IDEA provides federal funds to assist participating states in educating disabled children. Hendrick Hudson Cent. Sch. Dist. Bd. of Educ. v. Rowley, 458 U.S. 176, 179–80 (1982). The purposes of the IDEA include “ensur[ing] that all children with disabilities have available to them a free appropriate public education [FAPE] that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living[.]” 20 U.S.C. § 1400(d)(1)(A).

To implement the IDEA, New Jersey’s special education laws, N.J.S.A. 18A:46-1 to -55 and N.J.A.C. 6A:1-1.1 to -10.2, task district boards of education with the primary responsibility for providing disabled children a FAPE and the other benefits and protections to which they are entitled under the IDEA. A FAPE includes both “special education” and “related services.” 20 U.S.C. § 1401(9). “Special education” is “specially designed instruction . . . to meet the unique needs of a child with a disability” and “related services” are the support services “required to assist a child . . . to benefit from” that instruction. 20 U.S.C. § 1401(26)(A) and (29).

Transportation is a form of related services designed to enable a disabled child to receive a FAPE. See 20 U.S.C. § 1401(26)(A); 34 C.F.R. § 300.34(a) and (c)(16) (2026); N.J.A.C. 6A:14-3.9(a)(7). “Students with disabilities who have been determined to be eligible for special education and related services . . . shall be provided with transportation in accordance with N.J.S.A. 18A:39-1 et seq., and with their [IEP].” N.J.A.C. 6A:27-5.1(a).

“[A] due process hearing may be requested when there is a disagreement regarding identification, evaluation, reevaluation, classification, educational placement, the provision of a [FAPE], or disciplinary action.” N.J.A.C. 6A:14-2.7(a). A request for a due process hearing “shall state the specific issues in dispute, relevant facts, and the relief sought[.]” N.J.A.C. 6A:14-2.7(c).

Against this backdrop, there is no dispute concerning W.K.’s eligibility for services or the appropriateness of her IEP. There is also no dispute relating to W.K.’s entitlement to transportation as a related service or the District’s obligation to provide that

transportation. Equally undisputed is that the District has at all times provided transportation to W.K. as required by her IEP. Neither the Petition nor petitioner's various communications with the District allege any failure on the part of the District to implement W.K.'s IEP with fidelity. There are no allegations in the Petition relating to any lapse in service, any instance in which W.K.'s transportation was compromised, or any other failure by the District to secure appropriate transportation to W.K. The Petition does not challenge the qualifications of the vendors servicing W.K. or their adherence to safety standards. The Petition is further devoid of any alleged violation of the special education laws, and the record is bereft of any evidence relating to a deprivation of FAPE in the provision of the District's transportation services.

The crux of the Petition concerns the District's use of a private transportation company to implement W.K.'s IEP, rather than a parental contract. Petitioner claims that the District must provide him with a parental contract for the transportation of W.K. to her special education placement, and this contract must reflect an amount equal to that currently paid to the private vendor. In other words, petitioner's objection is not grounded on any violation of the federal or state special education laws, but on petitioner's objection to the District's use of a private transportation vendor based on his view that a private transportation vendor is "far inferior" to a parental contract, and based on his apparent desire to accommodate the family's personal schedule.

A board of education possesses the discretion to enter into a negotiated contract with parents for the transportation of their child. However, there is no requirement that a board must enter into a parental contract. See N.J.S.A. 18A:39-1 et seq. Petitioner has no legal entitlement to a parental contract for the transportation of W.K. to her special education placement, and the District is not required to award a parental contract, irrespective of its terms, in meeting its transportation obligations to W.K. Additionally, the Department of Education limits the amount that may be paid to a parent for such transportation, i.e., \$24,200, effective July 1, 2025, to June 30, 2027.

Plainly, the District's refusal to agree to the terms of the parental contract proposed by petitioner is wholly unrelated to the provision of FAPE to W.K. The Petition fails to articulate a nexus, and no nexus is apparent, between the District's denial of an award of

a parental contract and the special education requirements for the provision of FAPE. Contrary to petitioner's position, the issue not whether the District's actions were arbitrary, capricious, or unreasonable, but whether such actions violated the federal or state special education laws. Additionally, petitioner's claims of an alleged conflict of interest, misuse of public resources, and discrimination, along with the relief sought in the Petition, fall outside the scope of a proper due process petition. N.J.A.C. 6A:14-2.7(a).

Petitioner's opposition does not raise disputed issues of fact or address how the allegations in his Petition constitute a denial of FAPE. Rather, petitioner now seeks to amend the Petition to add claims relating to a transportation aide. According to petitioner, the issue regarding transportation, via a parental contract, is settled but such transportation cannot be safely or meaningfully implemented unless the District reimburses petitioner for hiring an aide and/or prospectively funds the required transportation aide.

Succinctly stated, I agree with the District's stance that petitioner should not be permitted to expand the nature and scope of the Petition at this late juncture. In the Petition, there is no mention of the need for an aide to assist petitioner in transporting W.K., and the relief sought does not include the cost of a private aide. Petitioner offers no justification for his failure to assert claims in his Petition relating to the provision of an aide. Such claims are not new claims, and the claims would be grounded on operative facts not set forth in the initial Petition. The District further disputes that the transportation issue has been resolved. According to the District, although the District engaged in good-faith settlement negotiations, and offered petitioner a parental contract that aligned with the bid threshold and parental transportation contracts and did not include funds to cover costs relating to the provision of an aide, petitioner rejected the offer, which concluded the settlement negotiations. Apart from this, petitioner's claim for additional funding associated with an aide, based on petitioner's desire to transport his child, fails to amount to a violation of the special education laws or the denial of FAPE.

Based upon the foregoing, I **CONCLUDE** that petitioner's motion to amend the Due Process Petition should be denied. I further **CONCLUDE** that summary disposition


of this matter is appropriate, and the dismissal of petitioner's Due Process Petition is warranted.

**ORDER**

I **ORDER** that petitioner's motion to amend the Due Process Petition be and hereby is **DENIED**. I further **ORDER** that respondent's motion for summary decision be and hereby is **GRANTED**. I **ORDER** that petitioner's Due Process Petition be and hereby is **DISMISSED**.

This decision is final pursuant to 20 U.S.C. § 1415(i)(1)(A) and 34 C.F.R. § 300.514 (2026) 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 (2026). 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.

\_\_\_\_\_  
April 1, 2026  
DATE

  
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**MARGARET M. MONACO, ALJ**

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

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

jb