

STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION

Student v. Ledyard Board of Education

Appearing on behalf of Student:

Attorney Lawrence Berliner
Klebanoff & Alfano PC
433 South Main Street, Suite 105
West Hartford, CT 06110

Appearing on behalf of the Board of Education:

Attorney Melanie E. Dunn
Siegel O'Connor O'Donnell & Beck PC
150 Trumbull Street
Hartford, CT 06103

Appearing before:

Janis C. Jerman
Hearing Officer

FINAL DECISION AND ORDER

A special education hearing in the above-captioned matter was requested by Student's Attorney via letter dated November 29, 2010.¹ It was received by the Board of Education ("BOE") on December 1. The thirty-day resolution period ran through December 31 and the deadline for mailing the final decision and order is February 14, 2011.

A telephonic pre-hearing conference was held on December 15. Attorney Berliner appeared on behalf of Student and Attorney Dunn appeared on behalf of BOE. The following issues were identified:

1. Did BOE provide Student with a free appropriate public education during the 2009-10 school year?
2. Did BOE provide Student with a free appropriate public education during the 2010 extended school year?
3. Did BOE provide Student with a free appropriate public education during the 2010-11 school year?
4. Did BOE timely provide an independent educational evaluation or request a hearing to defend their own evaluation?
5. If the answer to any of the above questions is in the negative, what shall be the remedy?

¹ All dates are 2010 unless otherwise indicated.

6. Is Student's private placement appropriate?
7. If the answer to issue six above is in the affirmative, shall BOE be required to reimburse Student's Parents for the cost of private placement?
8. Did BOE violate Student's procedural safeguards?
9. If the answer to issue eight above is in the affirmative, what shall be the remedy?

The parties participated in a resolution session on December 13 at which they reached an agreement in principle. A hearing was scheduled for January 25, 2011.

Via letter dated January 19, 2011, Student's Attorney indicated that the parties had reached an agreement in principle, that the agreement had not been finalized, and that the parties were in agreement that the matter could be withdrawn without prejudice.

FINAL DECISION AND ORDER

In light of the above facts, the above-captioned case is hereby dismissed without prejudice.