

ISSUES:

1. Did the Board fail to provide an appropriate program for the student with appropriate supplementary aids and services to permit the student to be educated in the least restrictive environment?

SUMMARY:

The matter was assigned on January 5, 2000. At a prehearing conference on January 11, 2000, the hearing was rescheduled to February 8, 2000, and that hearing proceeded. An additional hearing was held on March 21, 2000, at which the parties requested time to consult with one another in an attempt to reach an agreement. At 4:45 p.m. on March 21st, the parties reported that they had reached an outline of an agreement, which had to be approved by the Board. On March 29, 2000, the parties requested a postponement of the March 30, 2000 hearing and requested the hearing officer enter the agreement as an order. Based on the testimony and evidence presented at hearing, the agreement of the parties is the final decision and order.

FINAL DECISION AND ORDER:

This Settlement Agreement and Release (“Agreement”) entered into this 5th day of April 2000 by and between the Board and the Parent. The Board and the Parent are collectively referred to as the “Parties.”

WHEREAS, the Parent resides in the Board’s school district and is the parent of the Student.

WHEREAS, the Student is a student who has been identified as eligible for special education services under state and federal law:

WHEREAS, the Board is obligated to provide a free appropriate public education to the Student;

WHEREAS, the Parent has requested a due process hearing relating to the Student (Case No. 00-003);

WHEREAS, the Parties agree that it is in their mutual best interests to resolve this matter as set forth herein rather than proceed with due process;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties stipulate and agree that the issues raised by the Parent in her request for a due process hearing shall be resolved as follows:

1. The Student shall be placed in regular classes and will be removed from regular classes only to the extent that she cannot be educated appropriately in regular education with the use of supplementary aids and services. All placement decisions shall be made through the Planning and Placement Team ("PPT") process with advice from the independent consultant referred to in Paragraph 2 and taking into account the evaluation described in Paragraph 6.
2. The Board agrees to retain Rammler and Wood, Consultants, LLC, as independent consultant to the Student's special education program. If during the term of this Agreement, the consultant becomes unable to carry out the responsibilities of the independent consultant, the Parties shall agree upon a replacement. In order to carry out her responsibilities under this Agreement, the consultant shall take steps as are reasonably necessary to implement this Agreement including, but not limited to, making observations in the Student's classes, assisting the PPT in the development and implementation of an appropriate individualized education program ("IEP") and an adequate array of supplementary aids and services, participating in PPT meetings, providing training as needed to the Board's staff, consulting with the Parties, and coordinating all aspects of this Agreement.
3. The Board agrees to retain an outside communication consultant or therapist mutually agreeable to the Parties to provide or assist in the provision of an appropriate communication program for the Student. The communication program shall be determined by the PPT with advice from the consultant referred to in Paragraph 2 and taking into account the evaluation described in Paragraph 6.
4. DELETED
5. This Agreement shall remain in effect from the date of its execution through the end of the 2001-2002 school year.
6. The Parties agree to promptly complete an assessment of the Student's academic skills. Since standardized measures of such skills do not exist for students with disabilities such as the Student's, the Parties agree that informal measures will need to be adapted. These adaptations may include the use of a multiple-choice format (including the use of high contrast colors) using an eye gaze response. The Parties agree that the testing will need to occur over multiple sessions and that sessions will need to be flexible given the Student's varying states of awareness. The Parties agree that this assessment shall be conducted at the Board's expense by a mutually acceptable professional with expertise in assessing academic skills in students with disabilities such as the Student's.

7. For the duration of this Agreement, the Board agrees to provide, through a mutually acceptable provider, extended day and extended year services to the Student as determined by the PPT with input from the independent consultant referred to in Paragraph 2 and taking into account the evaluation described in Paragraph 6. The PPT shall determine what amount of extended day and extended year services shall be provided to the Student as well as the setting in which those services shall be provided.
8. The Parent agrees that she will keep this Agreement, its contents, and the discussions which preceded it confidential, and that she will not disclose those matters to any person or entity except as required by law or necessary to enforce its terms. Notwithstanding anything to the contrary herein, the Board agrees that the Parent may discuss the Student's special education program with other parents provided that she does not disclose that the Student's program is the result of a due process settlement.
9. The Parent, for and in consideration of the undertakings of the Board set forth herein, and intending to be legally bound, hereby releases and discharges the Board, its members, administrators, agents, attorneys, and employees, from any and all claims, demands and causes of action, including, but not limited to, claims for compensatory education, which she raised or could have raised in the due process hearing underlying this Agreement (Case No. 00-003).
10. Subject to her review, this Agreement shall be approved and ordered by the Hearing Officer.
11. The Parties agree that implementation of this Agreement shall begin no later than May 1, 2000.
12. This Agreement shall not constitute nor be construed as an admission by the Board that it has breached any duty owed to the Student or any right possessed by the Student under the Individuals with Disabilities in Education Act, 20 U.S.C. Section 1400 et seq., or Connecticut special education law, C.G.S. Section 10-76d et seq., and accompanying regulations.
13. The Parties acknowledge and agree that this Agreement is an education record exempt from disclosure under the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g and the Freedom of Information Act, C.G.S. Section 1-19(b)(10). Notwithstanding anything to the contrary herein, this paragraph shall not prevent persons with responsibilities under this Agreement from having full access to and knowledge of its terms.

14. The Parties agree that the only consideration for signing this Agreement is that which is stated above, and that no other promises or commitments of any kind have been made to or with them by any person or entity to cause them to sign this Agreement.
15. The Parties agree that this negotiated Agreement constitutes the complete and entire understanding between the Parties.
16. The Parent represents that she has read and understands the contents of this Agreement, has executed this Agreement of her own free will after having had the opportunity to receive advice and counsel from her attorney, David C. Shaw, Esq. and deems this Agreement to be fair and equitable.