

**STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION**

Student v. West Hartford Board of Education

Appearing on behalf of the Parents: The Parents proceeded *pro se*.<sup>1</sup>

Appearing on behalf of the Board: Attorney Susan C. Freedman  
Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, CT 06103-1919

Appearing before: Attorney Mary Elizabeth Oppenheim  
Hearing Officer

**FINAL DECISION AND ORDER**

**ISSUE:**

Whether the Board is required to provide transportation to the Student to the Explorations School.

**PROCEDURAL HISTORY:**

The Parent requested this hearing on December 1, seeking to continue the Student's transportation to attend the Explorations School in Winsted. In the hearing request, the Parent sought to overturn the decision of the Board to terminate the transportation to Explorations School, and challenged that the decision was a change of education placement for the Student.

A prehearing conference was held on December 8, and a hearing date was scheduled for January 6. This hearing was subsequently postponed to January 7 due to inclement weather.

The Parent submitted a request for stay put on December 10. The parties were requested to submit any exhibits and/or affidavits regarding the current status of the Student's program by December 17. The Parent and the Board submitted documents and exhibits in response to this request.

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<sup>1</sup> Initially the Father brought this action. Both Parents appeared at the hearing to report that the case had been settled.

For purposes of the stay put ruling, the following facts were found:

1. The Parent placed the Student at the Explorations School in September 2004. In October, the PPT convened to determine support services. The Student was provided tutorial support for four periods per week as her special education services. [Exhibit B-2]
2. Prior to the start of the 2004-2005 school year, the Parent had requested transportation for the Student to the Exploration Charter School in Winsted. At that time the district had another student who was attending the school, and agreed to provide transportation to the Student. That agreement to provide the transportation to the Student was conditional, and contingent upon the other student's continued attendance at the charter school. [Affidavit Mr. McGrath] This transportation was not a part of the Student's IEP as a related service. [Exhibit B-2]
3. When the other student ceased attendance at the charter school, the Parent was notified that the Student's transportation was to cease. [Affidavit Mr. McGrath]
4. While Dr. Lisa Namerow, a psychiatrist at The Institute of Living, has recommended that the Student continue to be provided transportation to the Explorations School [Correspondence dated 12/13/04, submitted by the Parent], the transportation was not part of the Student's IEP as a related service.

### **CONCLUSIONS:**

1. It appears to be undisputed that the Student is eligible for special education and related services as set forth in the Individuals with Disabilities Education Act, 20 U.S.C. Sec. 1401, et seq.
2. The stay put provision of IDEA states that "[t]he child shall remain in the then-current educational placement of such child during the pendency of any proceedings conducted in accordance the IDEA, 20 U.S.C. Sec. 1415(i)(2)(B)(i).
3. The transportation is not provided in accordance with the Student's IEP. Therefore, the transportation to the Explorations School was not subject to a stay put order in this pending case. This ruling was issued on December 20, 2004, denying the Parent's Motion for Stay Put.
4. At the hearing on January 7, the Parents and the Board reported that the parties had reached a settlement agreement resolving this matter.

### **FINAL DECISION AND ORDER:**

The matter is **DISMISSED**, with prejudice.