

**STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION**

Student v. Fairfield Board of Education

Appearing on behalf of the Student: Attorney Courtney Spencer
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West Hartford, CT 06110

Appearing on behalf of the Board: Attorney Michelle Laubin
Berchem, Moses & Devlin, P.C.
75 Broad Street
Milford, CT 06460

Appearing before: Attorney Mary Elizabeth Oppenheim, Hearing Officer

FINAL DECISION AND ORDER

ISSUES:

1. Whether the Board has offered an appropriate program for the Student for the 2006-2007 school year.
2. If not, whether the Parent's proposed placement of the Student at Lorraine D. Foster School is appropriate.

SUMMARY:

The Parent requested this hearing by letter submitted to the Board Director of Special Education on August 30, 2006. [Exhibit H.O.-1] On September 11, the Parent's attorney submitted notification that he was representing the Parent in this matter, and requesting stay put for the Student's placement.

On October 3, the hearing convened, at which time counsel for the parties placed on the record the terms of a stipulated agreement to resolve the case. [Exhibit B-1] The stipulated agreement included the following significant terms:

- I. “The Board agrees to continue to fund the Student’s placement at the Private School [Lorraine D. Foster Day School] and to continue to provide the Student with transportation to and from his home in Fairfield and the Private School on a without prejudice basis for the remainder of the 2006-2007 school year. It is the position of the Board that the placement at the Private School does not constitute the “stay put” placement for the Student. The agreement to fund the Student’s placement at the Private School for the remainder of the 2006-2007 school year on a “without prejudice” basis shall not constitute an admission on the part of the Board that the placement at the Private School is the “stay put” under State or Federal Law, and is being made solely for purposes of settling the Parent’s claims, as an accommodation to the Parent and the Student and in order to facilitate the resolution of this matter. The parties agree that in the event of a dispute as to the program proposed for the 2007-2008 school year, if a due process hearing is initiated by either party, the Parent shall make no claim that the Private School is the “stay put” placement during the pendency of any subsequent due process hearing.” [Exhibit B-1, Paragraph No. 1]
- II. “At the beginning of the spring semester of the 2006-2007 school year, it is the expectation of the parties that the Student shall begin his school day with the first two (2) class periods of the day at Fairfield Warde High School, the Student’s neighborhood high school (FWHS). The Board shall provide the Student with transportation from his home in Fairfield to FWHS, and thereafter from FWHS to the Private School for the remainder of the school day. At the conclusion of the school day, the Board shall provide the Student with transportation from the Private School to his home in Fairfield. The parties agree to work together cooperatively, with the assistance of the Consultant to the extent necessary, to transition the Student to FWHS and to increase the Student’s time at FWHS over the course of the spring semester of the 2006-2007 school year.” [Exhibit B-1, Paragraph No. 3]
- III. “. . . The Parent hereby remises, releases and forever discharges for herself and for the Student, through and including the date of this Stipulation, any claims arising out of or related to the provision of educational services by the Board to or for the Student, and/or the Student’s educational needs, including without limitation, the issues set forth, or which could have been set forth, in the Due Process Proceeding, including but not limited to any claims for attorney’s fees and costs.” [Exhibit B-1, Paragraph No. 5]
- IV. “To the extent consistent with State and Federal law, this Stipulation shall bind the Private School to comply with the Final Decision and Order of the Hearing Officer, and the Private School shall be obligated to provide

services to the Student, and release the Student to receive services within the Fairfield Public Schools, consistent with this Stipulation and Order.”
[Exhibit B-1, Paragraph No. 11]

This stipulated agreement was submitted on the record at the hearing. As this agreement settles all claims in this due process complaint [Exhibit B-1, page 1], and both parties through their counsel stipulated that the agreement resolves all pending issues in this case, this matter shall be dismissed with prejudice.

FINAL DECISION AND ORDER:

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